

# **EXHIBIT A**



Hiscox Insurance Company Inc.

**BOP:** P100.086.919.3

Hector Garcia,

Thank you for choosing Hiscox to insure your business.

Your Hiscox Businessowners Policy insurance policy will be renewed on February 5, 2022. The attached Notice of Conditional Renewal of Insurance Policy is for your review. We want to make you aware of certain changes to your policy that will go into effect upon renewal.

If you have any questions and would like to speak to a licensed insurance advisor, please **call us at 855-740-2332 , Mon-Fri, 7am-10pm ET.**

If your business has changed in the past year – if you've hired new employees or if your revenue has increased significantly, for example – one of our licensed advisors can help you determine if you should change your coverage.

We look forward to helping you protect your business for another year.

Sincerely,

Hiscox

### Why business insurance is so important

- It protects you from the cost of a lawsuit, even if you haven't made a mistake.
- It saves you time and money defending even a baseless charge.
- It provides peace of mind knowing your livelihood is protected.

Have questions? We're here to help.

**855-740-2332 | Mon-Fri, 7am-10pm ET**

Or manage your policy [online](#).

### Agent Contact Information

**Name:** Humberto Garcia

**Agency Name:** Vanguard Agency

**Phone Number:** 281-453-8770

**Email:** Humberto@Vanguardagencylc.com

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance producer in all states and DC. In California, Hiscox Inc. does business as Hiscox Insurance Agency

**HISCOX 000001**

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This mailbox is not monitored. Please submit your request [online](#) or call us.  
855-740-2332, Mon-Fri, 7am-10pm ET



Hiscox Insurance Company, Inc.

**Notice of Conditional Renewal of Insurance Policy****Name and Address of Insured:**

Insured	Site Jab
Street Address	1210 W Clay St Ste 125
City, State, Zip Code	Houston, TX, 77019

**Policy Information:**

Type of Policy	Businessowners Policy
Policy Number	P100.086.919.3
Effective Date of Notice	02/05/2022 12:01 A.M. Standard Time
Date of Mailing	11/27/2021

**Applicable Item(s) will be Marked.****Name and Address of Agent/Broker:**

Agent/Broker	AmSuisse
Street Address	830 S Mason Rd Ste A-1
City, State, Zip Code	Katy TX 77450

**Change in Policy Premium**

You are notified in accordance with the terms and conditions of the policy described above, and in accordance with applicable state law, that the policy premium will be increased by %, effective on the date indicated above under **EFFECTIVE DATE OF NOTICE**.

Expiring Premium:		Renewal Premium:	
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**Change in Policy Coverage**

You are notified in accordance with the terms and conditions of the policy described above, and in accordance with applicable state law, that the policy coverage will be changed as follows, effective on the date indicated above under **EFFECTIVE DATE OF NOTICE**:

We are releasing a new Businessowners policy form to replace your current policy form. We have clarified and broadened our policy language, resulting in coverage that we view as more favorable to you and other existing policyholders. Some changes may result in a reduction of coverage. Please visit <http://www.hiscox.com/bop-changes> for a summary of the updates we have made.

**Important Notice**

See below.



Hiscox Insurance Company, Inc.

## Notice of Conditional Renewal of Insurance Policy

<b>NOTICE TO MARYLAND INSUREDS:</b> If you have questions regarding the change in coverage and/or increase in premium, you may contact your Company Representative at the following number: (800) 867-4001
<b>NOTICE TO NEW JERSEY INSUREDS:</b> Coverage will cease on the <b>EFFECTIVE DATE OF NOTICE</b> indicated above, if premium is not paid by that date indicated in the billing notice.
<b>NOTICE TO NEW YORK INSUREDS:</b> The first Named Insured or his/her authorized agent/broker may request in writing loss information with respect to this policy and previous policies we have written for you. Please direct all such requests to <a href="mailto:USClaimsLossRuns@Hiscox.com">USClaimsLossRuns@Hiscox.com</a> . We will provide this information within 10 days from the date we receive your request.
<b>NOTICE TO UTAH INSUREDS:</b> Failure to pay the renewal premium by the <b>EFFECTIVE DATE OF NOTICE</b> shown above extinguishes your right to renewal.
<b>NOTICE TO VIRGINIA INSUREDS:</b> You have the right, within 15 days of receipt of this notice, to request in writing, the Commissioner of Insurance review this action. Virginia Bureau of Insurance, P.O Box 1157, Richmond, VA 23218-1157.
<b>NOTICE TO WISCONSIN INSUREDS:</b> You have the right to cancel the policy before the <b>EFFECTIVE DATE OF NOTICE</b> shown above.
 Appointed Representative
Hiscox Insurance Company, Inc.



Site Jab  
Hector Garcia  
1210 W Clay St Ste 125  
Houston, TX 77019

HISCOX 000005



AmSuisse

Hiscox Insurance Company Inc.

BOP: P100.086.919.3

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Agent Contact Information

**HISCOX 000006**

**Name:** Humberto Garcia

**Agency Name:** Vanguard Agency

**Phone Number:** 281-453-8770

**Email:** Humberto@Vanguardagencyllc.com

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855-740-2332, Mon-Fri, 7am-10pm ET



Hiscox Insurance Company, Inc.

**Notice of Conditional Renewal of Insurance Policy****Name and Address of Insured:**

Insured	Site Jab
Street Address	1210 W Clay St Ste 125
City, State, Zip Code	Houston, TX, 77019

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Hiscox Insurance Company, Inc.

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<b>NOTICE TO NEW YORK INSUREDS:</b> The first Named Insured or his/her authorized agent/broker may request in writing loss information with respect to this policy and previous policies we have written for you. Please direct all such requests to <a href="mailto:USClaimsLossRuns@Hiscox.com">USClaimsLossRuns@Hiscox.com</a> . We will provide this information within 10 days from the date we receive your request.
<b>NOTICE TO UTAH INSUREDS:</b> Failure to pay the renewal premium by the <b>EFFECTIVE DATE OF NOTICE</b> shown above extinguishes your right to renewal.
<b>NOTICE TO VIRGINIA INSUREDS:</b> You have the right, within 15 days of receipt of this notice, to request in writing, the Commissioner of Insurance review this action. Virginia Bureau of Insurance, P.O Box 1157, Richmond, VA 23218-1157.
<b>NOTICE TO WISCONSIN INSUREDS:</b> You have the right to cancel the policy before the <b>EFFECTIVE DATE OF NOTICE</b> shown above.
 Appointed Representative Hiscox Insurance Company, Inc.



Hiscox Insurance Company Inc.

## Your Insurance Documents

Enclosed you will find the policy documents that make up your insurance contract with us.

Please read through all of these documents. If you have any questions or need to update any of your information please call us at 281-394-1756 (Mon-Fri, 7am-10pm ET).

### Your insurance documents

#### Declarations Page

This contains specific policy information, such as the limits and deductibles you have selected.

#### Policy Wording

This details the terms and conditions of your coverage, subject to policy endorsements.

#### Endorsements

These documents modify the Policy Wording or Declarations Page. These include relevant terms and conditions as required by your state and are part of your policy.

#### Notices

These documents provide information that may affect your coverage such as optional terrorism coverage (if purchased) and other important items required by your state.

#### Application Summary

This is a summary of the information that you provided to us as part of your application. Please review this document and let us know if any of the information is incorrect.

### Reporting a claim

Please inform us immediately if you have a claim or loss to report. Please have your policy number available, which can be found on the declarations page, so we can handle your call quickly. Contact us via the methods below or file a claim using our online form at <https://www.hiscox.com/manage-your-policy/claims-center>.

**Email:** reportaclaim@hiscox.com

**Phone:** 866-424-8508

**Mail:** Hiscox Claims Center  
5 Concourse Parkway  
Suite #2150  
Atlanta, GA 30328

**HISCOX 000010**



# Declarations Page



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

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In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**Policy no.:** P100.086.919.3  
**Renewal of:** UDC-4398862-BOP-21

**1. Named insured:** Site Jab  
**Address:** 1210 W Clay St Ste 125  
Houston, TX 77019

**Email address:** accounting@sitejab.com

**2. Policy period:** **Inception Date: 02/05/2022** **Expiration Date: 02/05/2023**  
Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.

**3. General terms and conditions wording:** BOP P0001A CW  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.

**4. Policy limits:**

Business Personal Property	See Schedule of Described Locations
BOP General Liability	\$2,000,000 aggregate
Crime	\$25,000 aggregate

**5. Endorsements:** See Schedule

**6. Notification of claims to:**  
Web : <https://www.hiscox.com/manage-your-policy/claims-center>  
Phone: 1-866-424-8508  
Email: [reportaclaim@hiscox.com](mailto:reportaclaim@hiscox.com)  
Mail: Attn: Direct  
Claims Hiscox  
520 Madison Avenue, 32nd floor  
New York, NY 10022

Please inform us immediately if you have a claim or loss to report .

**7. Policy premium:** \$742.00



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

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SCHEDULE OF DESCRIBED LOCATIONS				
Loc#	Bldg#	Premises Address	Mortgage Holder(s)	Limits Summary
2	1	3302 Canal st 63 Houston, TX 77003  Location Type: Additional		Business Personal      \$10,000 Property:
1	1	1210 W Clay St Ste 125 Houston, TX 77019  Location Type: Primary		Business Personal      \$30,000 Property:



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

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#### Buildings and Business Personal Property Coverage Part: BOP-BBPP P0001A CW (06/20)

Business personal property coverage	Limit of Insurance	
Loc #: 2, Bldg #: 1		
Business Personal Property Limit:	\$10,000	Deductible: \$500
Theft of furs, fur garments, and garments trimmed with fur:	\$2,500 Each occurrence (Shared)	
Theft of jewelry, watches, and similar:	\$2,500 Each occurrence (Shared)	
Theft of patterns, dies, molds, and forms:	\$2,500 Each occurrence (Shared)	
Loc #: 1, Bldg #: 1		
Business Personal Property Limit:	\$30,000	Deductible: \$1,000
Theft of furs, fur garments, and garments trimmed with fur:	\$2,500 Each occurrence (Shared)	
Theft of jewelry, watches, and similar:	\$2,500 Each occurrence (Shared)	
Theft of patterns, dies, molds, and forms:	\$2,500 Each occurrence (Shared)	
Additional Coverages	Limit of insurance	
Business income:	Actual Loss up to 12 months	Period of restoration: 12 months
		Waiting period: 72 hours
Business income from dependent properties:	\$10,000 Each occurrence	Period of restoration: 12 months
		Waiting period: 72 hours
Civil authority:	Actual Loss up to 30 days	Waiting period: 72 hours
Extended business income:	30 days	



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

Interruption of computer operations:	\$10,000 Aggregate	
	Period of restoration: 6 months	
	Waiting period: 72 hours	
Debris removal:	25% plus \$5,000 Each location (Shared)	
Electronic data:	\$10,000 Aggregate (Shared)	
Extra expense:	Actual Loss up to 12 months	
	Period of restoration: 6 months	
	Waiting period: 72 hours	
Fire department service contract requirement:	\$2,500 Each occurrence, each location	
Fire extinguisher systems recharge expense:	\$10,000 Each occurrence (Shared)	
Forgery or alteration:	\$5,000 Each occurrence (Shared)	
Glass:	\$30,000 Each occurrence	
Increased cost of construction:	\$10,000 Each occurrence, each building	
Limited coverage for "fungi", wet rot, or dry rot:	\$10,000 Aggregate (Shared)	
Money orders and counterfeit money:	\$5,000 Each occurrence (Shared)	
Pollutant clean-up and removal:	\$10,000 Aggregate	
<b>Coverage Extensions</b>	<b>Limit of Insurance</b>	
Accounts receivable:	\$10,000 Each occurrence	
Business personal property temporarily in portable storage units:	\$10,000 Each occurrence	
Lock and key replacement:	\$2,500 Each occurrence	
Newly acquired property:	Buildings: N/A Business personal property: \$100,000 per building	
Outdoor property:	\$10,000 Each occurrence	
Personal effects:	\$10,000 Each occurrence	
Personal property off-premises:	\$10,000 Each occurrence	
Temporary business resumption expenses:	\$30,000 Each occurrence	
Valuable papers and records:	\$10,000 Each occurrence	



104 South Michigan Avenue, Suite 600, Chicago, Illinois, 60603  
(914) 273-7400

## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

*All limits designated as “shared” are a part of, and not in addition to, the Building Limit or the Business Personal Property Limit, whichever applies.*

*No deductible will apply to loss you sustain under Business income, Extra expense, or Fire department service charge .*



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

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##### BOP General Liability Coverage Part: BOP-GL P0001A CW (11/19)

Liability coverage	Limit of Insurance
BOP General Liability Limit:	\$1,000,000 Each occurrence / \$2,000,000 Aggregate Deductible: \$500
Products and completed operations:	\$2,000,000 Each occurrence (Shared)
Personal and advertising injury:	\$0 Each claim (Shared)
Damage to premises rented to you:	\$100,000 Any one premises (Shared)
Medical payments:	\$5,000 Each person

*All limits designated as "shared" are a part of, and not in addition to, the BOP General Liability Limit.*



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

Coverage Upgrades	Limit of Insurance
Crime	\$25,000 Each occurrence, \$25,000 Aggregate Deductible: \$1,000

*All limits applicable to the Coverage Upgrades shown above are in addition to, and not a part of, any other Policy Limit stated in Item 4 above.*

*Coverage under the above Coverage Upgrades is provided by endorsement to the policy. Purchased Coverage Upgrades may be subject to unique terms and conditions. Please review all Coverage Upgrades thoroughly.*



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

Optional Coverages	Limit of Insurance
Advertising expense to regain customers	\$2,500 aggregate (Shared)
Backup or overflow of a sewer, drain or sump	\$10,000 aggregate (Shared)
Brand & labels	\$5,000 aggregate (Shared)
Business income - denial of access to premises	Business income/extra expense: D1 Extra Expense Days:14 Period of Restoration Maximum Consecutive Days: 14 Waiting Period: 72
Business income for billable hours	\$10,000 each occurrence / \$10,000 aggregate
Business income for websites	\$10,000 aggregate (Shared) Waiting Period: 72 hours
Contingent transit business income and extra expense	\$2,500 aggregate
Contractual penalties coverage	\$2,500 each occurrence (Shared)
Electronic data loss Liability	\$25,000 each occurrence, \$25,000 aggregate (Shared)
Electronic vandalism	\$2,500 each occurrence, \$2,500 aggregate (Shared)  \$2,500 computer software each occurrence \$2,500 computer software aggregate
Employee dishonesty	\$5,000 each occurrence (Shared)
Equipment breakdown coverage	\$5,000 each occurrence (Shared)  Expediting Expenses Sublimit: \$5,000 Fungi Sublimit: \$5,000 Hazardous Substances Sublimit: \$5,000 Data Sublimit: \$5,000 PR Sublimit: \$5,000 Spoilage Sublimit: \$5,000
Expediting expenses	\$10,000 each occurrence (Shared)
Fine arts coverage extension	\$5,000 each occurrence (Shared)
Hired auto – physical damage	\$10,000 each auto / \$10,000 aggregate (Shared) Deductible: \$500 each occurrence
Money and securities coverage	On premises: \$10,000 each occurrence (Shared) Off premises: \$10,000 each occurrence (Shared)



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

Ordinance or law coverage – Business Income and Extra Expense During Suspension	Business Income and Extra Expense: \$10,000 each occurrence Waiting Period: 72 hours
Ordinance or law coverage (undamaged portion of building; demolition cost; tenants' improvements and betterments)	Demolition Cost: \$10,000 each building Demolition Cost and Increased Cost of Construction Coverages Combined: \$10,000 each building Tenants' Improvements and Betterments: \$10,000 each building
Outdoor signs	\$10,000 each occurrence (Shared)
Sales representative samples	\$10,000 aggregate
Tenant building and business personal property required by lease	\$10,000 each occurrence (Shared)
Unauthorized business credit card use	\$1,000 each occurrence (Shared)
Utility Services – time element & direct damage	Utility services interruption limit (Direct damage): \$10,000 each occurrence (Shared) Utility services interruption limit (Time element): \$10,000 each occurrence Waiting Period: 24 hours
Worldwide property coverage with portable electronic devices sublimit	\$10,000 each occurrence (Shared) Portable devices sublimit: \$5,000 each occurrence (Shared)
<i>All coverages designated as "shared" are a part of, and not in addition to, the applicable Policy Limit stated in Item 4 above.</i>	
<i>Coverage under the above Optional Coverages is afforded by endorsement to the policy. Purchased Optional Coverages may be subject to unique terms and conditions. Please review all endorsements thoroughly.</i>	



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## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

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IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative  
Kevin Kerridge  
December 22, 2021  
Hiscox Inc.



## Businessowners Insurance for Marketing/media consulting

### DECLARATIONS – Effective 02/05/2022 (updates denoted by \*) v1

#### Standard Package

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### Schedule of Endorsements

<u>NUMBER</u>	<u>TITLE</u>
<b>GENERAL (APPLICABLE TO MORE THAN ONE COVERAGE PART)</b>	
BOP D0001A CW (11/19)	Businessowners Declarations
BOP P0001A CW (11/19)	BOP General Terms and Conditions
BOP E1000 CW (07/20)	Coverage Upgrade Endorsement - Standard
BOP E1007 CW (11/19)	Cap on Losses from Certified Acts of Terrorism
BOP E1008 CW (11/19)	Disclosure Pursuant To Terrorism Risk Insurance Act
BOP E1009 CW (11/19)	Cancellation Endorsement (14 Day Full Refund)
BOP E1020 CW (07/20)	Communicable Disease Exclusion
BOP E9042 TX (11/19)	TEXAS Amendatory Endorsement
INT N001 CW (01/09)	Economic And Trade Sanctions Policyholder Notice
INT N001 TX (05/20)	Important Notice/Aviso Importante
INT N003 CW (01/19)	Policyholder Notice Electronic Delivery
INT N004 TX (10/16)	General Liability Loss Control Information/Services
INT N009 TX (01/20)	Notice to Texas Poilcyholders - Disclosure Regarding Flood Coverage
<b>BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGE PART</b>	
BOP-BBPP P0001A CW (06/20)	BOP Buildings and Business Personal Property Coverage part
BOP-BBPP E9342 TX (11/19)	TEXAS Amendatory Endorsement
BOP-INTPROP E4013 CW (11/19)	Unmanned Aircraft Exclusion (Property)
<b>BOP GENERAL LIABILITY COVERAGE PART</b>	
BOP-GL P0001A CW (11/19)	BOP General Liability Coverage part
BOP-GL E5025 CW (11/19)	Blanket Additional Insured - Clients and Lessors of Premises
BOP-GL E5029 CW (11/19)	Cannabis Operations Exclusion
BOP-GL E5037 CW (11/19)	Fungi or Bacteria Exclusion
BOP-GL E5039 CW (11/19)	Insured vs. Insured Product Suits Exclusion
BOP-GL E5048 TX (11/19)	Physical or Sexual Abuse or Molestation Exclusion - Texas
BOP-GL E5054 CW (11/19)	Remove Personal and Advertising Injury Coverage
BOP-GL E5060 CW (11/19)	Unmanned Aircraft Exclusion (GL)
BOP-GL E9117 TX (11/19)	TEXAS Amendatory Endorsement
<b>COVERAGE UPGRADES</b>	
BOP-INTPROP E4001 CW (07/20)	Crime Coverage Upgrade



# Policy Wording



## General Terms and Conditions

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<b>I. Our promise to you</b>	In consideration of the premium charged, and in reliance on the statements made and information provided to us, we will pay <b>covered amounts</b> as defined in this policy, provided <b>you</b> properly notify us of claims, events, losses, or occurrences, and meet your obligations to us in accordance with the terms of this policy.
<b>II. Limits of liability</b>	Regardless of the number of Coverage Parts <b>you</b> have purchased, the maximum we will pay for all <b>covered amounts</b> will be as follows:
A. Coverage part limit	Each Coverage Part purchased will be subject to a <b>coverage part limit</b> (if one is stated in the Declarations), which is the maximum amount we will pay for all <b>covered amounts</b> under that Coverage Part, other than coverage enhancements or other items we have expressly agreed to pay in addition to the limit. The <b>coverage part limit</b> will be in excess of any applicable <b>retention</b> .
B. Building limit	The Building Limit identified in the Declarations (if <b>you</b> have purchased a relevant Coverage Part) is the maximum amount we will pay for all <b>covered amounts</b> with respect to each specified <b>building</b> for each loss under the Buildings and Business Personal Property Coverage Part, other than additional coverages or coverage extensions we have expressly agreed to pay in addition to the limit. If a lower sublimit is specified in the Declarations for a type of loss, the sublimit will be the maximum amount we will pay for the loss to which the sublimit applies. The Building Limit will be in excess of any applicable <b>retention</b> .
C. Business personal property limit	The Business Personal Property Limit identified in the Declarations (if <b>you</b> have purchased a relevant Coverage Part) is the maximum amount we will pay for all <b>covered amounts</b> with respect to <b>covered property</b> for each loss, other than additional coverages or coverage extensions we have expressly agreed to pay in addition to the limit. If a lower sublimit is specified in the Declarations for a type of loss, the sublimit will be the maximum amount we will pay for the loss to which the sublimit applies. The Business Personal Property Limit will be in excess of any applicable <b>retention</b> .
D. Each claim limit	The Each Claim Limit identified in the Declarations (if <b>you</b> have purchased a relevant Coverage Part) is the maximum amount we will pay for all <b>covered amounts</b> for each covered <b>claim</b> , unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered <b>claim</b> to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable <b>retention</b> and will be a part of, and not in addition to, any applicable <b>coverage part limit</b> .
E. Each occurrence limit	The Each Occurrence Limit identified in the Declarations (if <b>you</b> have purchased a relevant Coverage Part) is the maximum amount we will pay for all <b>covered amounts</b> for each covered <b>occurrence</b> , unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered <b>occurrence</b> to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable <b>retention</b> and will be a part of, and not in addition to, any applicable <b>coverage part limit</b> .
F. General liability coverage part limits	If <b>you</b> have purchased a General Liability Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
G. Related claims	All <b>related claims</b> , regardless of when made, will be treated as one <b>claim</b> , and all subsequent <b>related claims</b> will be deemed to have been made against <b>you</b> on the date the first such <b>claim</b> was made. If, by operation of this provision, the <b>claim</b> is deemed to have been made during any period when we insured <b>you</b> , it will be subject to only one <b>retention</b> and one Each Claim Limit regardless of the number of claimants, <b>insureds</b> , or <b>claims</b> involved.

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## III. Your obligations to us

- |                                   |  |
|-----------------------------------|--|
| A. Named insured responsibilities | It will be the responsibility of the <b>named insured</b> (or, if there is more than one <b>named insured</b> , the first one listed on the Declarations) to act on behalf of all <b>insureds</b> with respect to the following: |
|-----------------------------------|--|



## General Terms and Conditions

1. timely giving and receiving notice of cancellation or non-renewal;
2. timely payment of premium;
3. receipt of return premiums;
4. timely acceptance of changes to this policy; and
5. timely payment of **retentions**.
- B. Your duty to cooperate** You must cooperate with **us** in the defense, investigation, and settlement of any **claim, potential claim, event, occurrence**, or other matter notified to **us**, including but not limited to:
1. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;
  2. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
  3. attending hearings, depositions, and trials as **we** request;
  4. assisting in securing and giving evidence and obtaining the attendance of witnesses;
  5. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
  6. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
  7. pursuing **your** right of recovery from others.
- C. Your obligation not to incur any expense or admit liability** You must not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense.
- D. Your representations** You warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

---

### IV. Optional extension period

1. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase an optional extension period for the duration and at the percentage of the expiring premium stated in Item 8 of the Declarations. The optional extension period, if purchased, will start on the effective date of cancellation or non-renewal. However, the right to purchase an optional extension period will not apply if:
  - a. this policy is canceled by **us** for nonpayment of premium; or
  - b. the total premium for this policy has not been fully paid.
2. The optional extension period will apply only to **claims** that:
  - a. are first made against **you** and reported to **us** during the optional extension period; and
  - b. arise from **your professional services** performed, or an offense or **occurrence** that takes place, on or after the **retroactive date** but prior to the effective date of cancellation or non-renewal of this policy.
3. The additional premium will be fully earned at the inception of the optional extension period.
4. Notice of election and full payment of the additional premium for the optional extension period must be received by **us** within 30 days after the effective date of cancellation or non-renewal, otherwise any right to purchase the optional extension period will lapse.

The limits of liability applicable during any purchased optional extension period will be the remaining available **coverage part limit**. There will be no separate or additional limit of liability available for any purchased optional extension period.



## General Terms and Conditions

The right to purchase an optional extension period will apply only to Coverage Parts **you** have purchased that include coverage written on a claims-made or loss occurring and discovered basis, and not to any Coverage Parts written on an occurrence basis.

### V. Other provisions affecting coverage

- A. Alteration and assignment** No change in, modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by **our** authorized representative.
- B. Bankruptcy or insolvency** **Your** bankruptcy or insolvency will not relieve **us** of any of **our** obligations under this policy.
- C. Cancellation**
1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations.
  2. This policy may be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to nonpayment of premium.
  3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
  4. If this policy is canceled by the **named insured**, **we** will retain the customary short rate proportion of the premium.
  5. If this policy is canceled by **us**, **we** will return a pro rata proportion of the premium.
  6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.
- D. Change in control** If, during the **policy period**, the **named insured** consolidates with, merges into, or sells all or substantially all of its assets to any other person or entity, or any other person or entity acquires ownership or control of the **named insured**, then the **named insured** will provide **us** written notice no later than 30 days after the effective date of such change in control, together with any other information **we** may require.  
  
We will not cancel this policy solely because of a change in control, but unless **you** and **we** agree in writing otherwise, after the effective date of any change in control, this policy will cover only **claims** arising from **professional services** performed, or offenses, or **occurrences** that took place, prior to the change in control.  
  
This subsection D. Change in control does not apply to the Business Personal Property Coverage Part or the Buildings and Business Personal Property Coverage Part.
- E. Coverage territory** This policy will apply to **your professional services** performed, and offenses, **events**, or **occurrences** that take place, anywhere in the world, provided that any action, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) is brought within the United States, its territories or possessions, or Canada.
- F. Estates, heirs, legal representatives, spouses, and domestic partners** In the event of an **employee's** death or disability, this policy will also apply to **claims** brought against the **employee's**:
1. heirs, executors, administrators, trustees in bankruptcy, assignees, and legal representatives; or
  2. lawful spouse or lawful domestic partner;
- but only:



## General Terms and Conditions

- a. for a covered **claim** arising from the scope of the **employee's** work for **you**; or
  - b. in connection with their ownership interest in property which the claimant seeks as recovery in a covered **claim** arising from the scope of the **employee's** work for **you**.
- G. False or fraudulent claims If any **insured** commits fraud in connection with any loss, **claim**, **potential claim**, offense, **event**, or **occurrence**, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.
- H. Liberalization If **we** adopt any revision that would broaden the coverage under this policy without requiring additional premium from **you** within 45 days prior to or during the **policy period**, **we** will immediately apply the broadened coverage to **your** policy.
- I. Premium audit This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. **We** will compute the final premium due when **we** determine **your** actual exposures. The premium shown as advance premium is a deposit premium only. At the close of each audit period, **we** will compute the earned premium for that period and send notice to the first **named insured**. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, **we** will return the excess to the first **named insured**. The first **named insured** must keep records of the information **we** need for premium computation and send **us** copies at such times as **we** may request.
- J. Other insurance Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess insurance over this policy. However, if **you** have purchased a General Liability Coverage Part, rules for how that Coverage Part will be treated when there is other valid and collectible insurance are contained in Section V. Other provisions affecting coverage, D. Other insurance, of that Coverage Part.  
If the same loss, **claim** or **related claims**, **event**, or **occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.
- K. Subrogation In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.  
**You** will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.  
**You** will do nothing to prejudice **our** subrogation rights without **our** prior written consent. Any recovery first will be paid to **you** up to the amount of any **retention** **you** have paid, and then to **us** up to the amount of any **covered amounts** **we** have paid.
- L. Titles Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

### VI. Definitions applicable to all Coverage Parts

- Application** means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.
- Coverage part limit** means the amount stated in the Declarations as the aggregate limit applicable to each Coverage Part **you** have purchased which is subject to an aggregate limit.



## General Terms and Conditions

<b>Covered amounts</b>	means any amounts <b>we</b> have expressly agreed to pay under any Coverage Part <b>you</b> have purchased.
<b>Employee</b>	means any past, present, or future:
	1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);
	2. partner, director, officer, or board member (or equivalent position); or
	3. independent contractor,
	of a <b>named insured</b> , but only while in the course of their performance of work or services on behalf of or at the direction of the <b>named insured</b> .
<b>Named insured</b>	means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.
<b>Policy period</b>	means the period of time identified in Item 2 of the Declarations, and any optional extension period, if purchased.
<b>Professional services</b>	means those services identified as Covered Professional Services under any Coverage Part on the Declarations containing such a description.
<b>Related claims</b>	means all <b>claims</b> that are based upon, arise out of, or allege:
	1. a common fact, circumstance, situation, event, service, transaction, cause, or origin;
	2. a series of related facts, circumstances, situations, events, services, transactions, sources, causes, or origins;
	3. a continuous or repeated act, error, or omission in the performance of <b>your professional services</b> ; or
	4. the same <b>occurrence</b> , or offense.
	The determination of whether a <b>claim</b> is related to another <b>claim</b> or <b>claims</b> will not be affected by the number of claimants or <b>insureds</b> involved, causes of action asserted, or duties involved.
<b>Retention</b>	means the amount or time identified as such in the Declarations. Any references to “ <b>deductible</b> ” in any Coverage Part <b>you</b> have purchased will have the same meaning as <b>retention</b> .
<b>Retroactive date</b>	means the date identified as such in the Declarations with respect to each Coverage Part <b>you</b> have purchased which includes a <b>retroactive date</b> .
<b>We, us, or our</b>	means the Company identified on the Declarations as issuing this policy.
<b>You, your, or insured</b>	means the <b>named insured</b> and any individual or entity expressly described as an <b>insured</b> in any Coverage Part <b>you</b> have purchased.



# Endorsements

**Hiscox Insurance Company Inc.****Endorsement 1**

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 1 of 32

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

**SCHEDULE**

<b>Loc #</b>	<b>Bldg # and Description</b>	<b>Building Owner(s) Name and Address:</b>
2	1 Building 1	N / A
1	1 Building 1	N / A

If there is no location information specified in the Schedule above, the coverage provided in this Endorsement will apply to all locations where **you** perform **your** business operations.

By purchasing this Endorsement, **we** have increased the limit(s) stated below and in the Declarations for the corresponding coverage **you** purchased. The applicable limits in the column titled "Limit of Insurance" reflect the increased coverage **you** purchased in this Endorsement.

The limits applicable to the coverages included in this Endorsement may:

- A. be either a part of, or in addition to, the applicable Limit of Insurance.
- B. apply separately to each location indicated in the Schedule above, or on a occurrence basis.
- C. may apply to coverage already present in the Coverage Part(s) or to coverage added via this Endorsement and described below.

For application of the limits, refer to each coverage within this Endorsement and **your** Declarations page. All coverages described in this Endorsement are subject to the terms and conditions applicable to this policy, unless stated otherwise.

<b>Coverage</b>	<b>Limit of Insurance:</b>
Theft of furs, fur garments, and garments trimmed with fur:	\$2,500 Each occurrence
Theft of jewelry, watches, and similar:	\$2,500 Each occurrence
Theft of patterns, dies, molds, and forms:	\$2,500 Each occurrence
<b>Additional Coverages</b>	<b>Limit of Insurance:</b>
Business income:	Actual Loss up to 12 months Period of restoration: 12 months Waiting period: 72 hours
Business income from dependent properties:	\$10,000 Each occurrence Period of restoration: 12 months Waiting period: 72 hours
Civil authority:	Actual Loss up to 30 days Waiting period: 72 hours
Extended business income:	30 days

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 2 of 32

Interruption of computer operations:	\$10,000 Aggregate Period of restoration: 6 months Waiting period: 72 hours
Debris removal:	25% plus \$5,000 Each location (Shared)
Electronic data:	\$10,000 Aggregate (Shared)
Extra expense:	Actual Loss up to 12 months Period of restoration: 6 months Waiting period: 72 hours
Fire department service contract requirement:	\$2,500 Each occurrence, each location
Fire extinguisher systems recharge expense:	\$10,000 Each occurrence (Shared)
Forgery or alteration:	\$5,000 Each occurrence (Shared)
Glass:	\$30,000 Each occurrence
Increased cost of construction:	\$10,000 Each occurrence, each building
Limited coverage for "fungi", wet rot, or dry rot:	\$10,000 Aggregate (Shared)
Money orders and counterfeit money:	\$5,000 Each occurrence (Shared)
Pollutant clean-up and removal:	\$10,000 Aggregate
<b>Coverage Extensions</b>	<b>Limit of Insurance:</b>
Accounts receivable:	\$10,000 Each occurrence
Business personal property temporarily in portable storage units:	\$10,000 Each occurrence
Lock and key replacement:	\$2,500 Each occurrence
Newly acquired property:	Business personal property: \$100,000 per building
Outdoor property:	\$10,000 Each occurrence
Personal effects:	\$10,000 Each occurrence
Personal property off-premises:	\$10,000 Each occurrence
Temporary business resumption expenses:	\$30,000 each occurrence
Valuable papers and records:	\$10,000 Each occurrence
<b>Optional Coverages</b>	<b>Limit of Insurance:</b>
Advertising expense to regain customers	\$2,500 aggregate (Shared)
Backup or overflow of a sewer, drain or sump	\$10,000 aggregate (Shared)

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 3 of 32

Brand & labels	\$5,000 aggregate (Shared)
Business income - denial of access to premises	Business income/extra expense: D1 Extra Expense Days: 14 Period of Restoration Maximum Consecutive Days: 14 Waiting Period: 72
Business income for billable hours	\$10,000 each occurrence / \$10,000 aggregate
Business income for websites	\$10,000 aggregate (Shared) Waiting Period: 72 hours
Contingent transit business income and extra expense	\$2,500 aggregate
Contractual penalties coverage	\$2,500 each occurrence (Shared)
Electronic data loss Liability	\$25,000 each occurrence, \$25,000 aggregate (Shared)
Electronic vandalism	\$2,500 each occurrence, \$2,500 aggregate (Shared)  \$2,500 computer software each occurrence \$2,500 computer software aggregate
Employee dishonesty	\$5,000 each occurrence (Shared)
Equipment breakdown coverage	\$5,000 each occurrence (Shared)  Expediting Expenses Sublimit: \$5,000 Fungi Sublimit: \$5,000 Hazardous Substances Sublimit: \$5,000 Data Sublimit: \$5,000 PR Sublimit: \$5,000 Spoilage Sublimit: \$5,000
Expediting expenses	\$10,000 each occurrence (Shared)
Fine arts coverage extension	\$5,000 each occurrence (Shared)
Hired auto – physical damage	\$10,000 each auto / \$10,000 aggregate (Shared) Deductible: \$500 each occurrence
Money and securities coverage	On premises: \$10,000 each occurrence (Shared) Off premises: \$10,000 each occurrence (Shared)
Ordinance or law coverage – Business Income and Extra Expense During Suspension	Business Income and Extra Expense: \$10,000 each occurrence  Waiting Period: 72 hours
Ordinance or law coverage (undamaged portion of building; demolition cost; tenants' improvements and betterments)	Demolition Cost: \$10,000 each building Demolition Cost and Increased Cost of Construction Covages Combined: \$10,000 each building Tenants' Improvements and Betterments: \$10,000 each building
Outdoor signs	\$10,000 each occurrence (Shared)

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 4 of 32

Sales representative samples	\$10,000 aggregate
Tenant building and business personal property required by lease	\$10,000 each occurrence (Shared)
Unauthorized business credit card use	\$1,000 each occurrence (Shared)
Utility Services – time element & direct damage	Utility services interruption limit (Direct damage): \$10,000 each occurrence (Shared) Utility services interruption limit (Time element): \$10,000 each occurrence Waiting Period: 24 hours
Worldwide property coverage with portable electronic devices sublimit	\$10,000 each occurrence (Shared) Portable devices sublimit: \$5,000 each occurrence (Shared)

**The Buildings and Business Personal Property Coverage Part is amended as follows:****Contingent Transit Business Income and Extra Expense (BBPP)**

The following is added to the end of Section II. Additional coverages:

Contingent transit business income and extra expense      CT-A. **income loss** and **extra expense** during the **period of restoration** because **you** are unable to continue **your** business activities for a period longer than the **waiting period** due to direct physical damage to or loss of business personal property of others caused by or resulting from a **covered cause of loss** that first commences during the **policy period**, while such property is:

1. in the course of shipment to or from a location identified in the Schedule of Described Premises in the Declarations, including while such shipment is temporarily stopped or delayed, incidental to the delivery; and
2. not in **your** care, custody, or control.

**Electronic Vandalism (BBPP)**

I. The following is added to the end of Section II. Additional coverages:

Electronic vandalism      EV-A. direct physical loss of or damage to covered **computer equipment** caused by **electronic vandalism** that first commences during the **policy period**.

The most **we** will pay for loss of or damage to **computers** or **software** under this Additional coverage is the Computer and Software Limit shown in the Schedule above, which is a part of, and not in addition to, the Electronic Vandalism Limit.

The most **we** will pay for all loss or damage covered under this Additional coverage is the Electronic Vandalism Limit shown in the Schedule above.

If an occurrence begins in one **policy period** and continues into or results in additional loss or damage in a subsequent **policy period**, then **we** will deem all resulting loss or damage to have been sustained in the **policy period** in which the occurrence began.

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 5 of 32

- II. In Section VIII. Definitions , in the definition of "**Covered property**" the following is added to the end of part 8 (if **you** have purchased the Buildings and Business Personal Property Coverage Part) or part h (if **you** have purchased the Business Personal Property Coverage Part):

This paragraph also does not apply to the coverage provided in Additional coverage EV-A. Electronic vandalism.

- III. Solely with respect to the coverage provided by this Endorsement, in Section VII. Exclusions – What we will not pay, the following is added to the end of the "Cyber incident" exclusion:

This exclusion also does not apply to the coverage provided in Additional coverage EV-A. Electronic vandalism.

- IV. Solely with respect to the coverage provided by this Endorsement, the following exclusions are added to Section VII. Exclusions – What we will not pay:

- EV-A. **We will not pay for:**
1. loss of proprietary use of any **electronic data or proprietary programs** that have been copied, scanned, or altered;
  2. loss of or reduction in the economic or market value of any **electronic data or proprietary programs** that have been copied, scanned, or altered; and
  3. the theft of confidential information, including customer information, processing methods, or trade secrets, from **your electronic data or proprietary programs** by access to covered **computers** and the observation of such **electronic data or proprietary programs**, provided that the records or programs are not altered, damaged, or suffer physical loss.

- V. In Section VIII. Definitions, the following is added to the end of the definition of "**Computers**":

However, solely with respect to Additional coverage EV-A. Electronic vandalism, **computers** does not include diagnostic equipment, electronic items that contain a computer and perform other functions, and peripheral data processing equipment that is valued more than the **computer** itself.

- VI. Solely with respect to the coverage provided by this Endorsement, the following definitions are added to Section VIII. Definitions:

<b>Computer equipment</b>	means <b>computers, software, and protection control equipment</b> located at a location identified in the Schedule of Described Premises in the Declarations.
	<b>Computer equipment</b> does not include any <b>computer equipment</b> used to operate production machinery or equipment.
<b>Electronic vandalism</b>	means computer hacking, computer virus, harmful code, or similar instructions introduced into or enacted on a computer system or a network to which it is connected that is intended to damage or destroy any part of the system or disrupt its normal operation. However, <b>electronic vandalism</b> does not include the theft of any property or services.
<b>Media</b>	means an instrument that is used with <b>computers</b> and can record or store <b>electronic data</b> , operating programs and applications, or <b>proprietary programs</b> .  <b>Media</b> includes hard or floppy disks, CD-ROMs, tapes, drives, cells, films, cards, drums, cartridges, DVDs, and other portable data devices.

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 6 of 32

<b>Software</b>	means: 1. <b>media</b> ; 2. <b>electronic data</b> ; 3. operating programs and applications that <b>you</b> purchased and which are stored on <b>media</b> or pre-installed and stored in <b>computers</b> ; and 4. <b>proprietary programs</b> .
<b>Proprietary programs</b>	means proprietary operating programs and applications that <b>you</b> developed specifically for use in <b>your</b> business operations and which are: 1. stored on <b>media</b> ; or 2. installed and stored in <b>computers</b> .
<b>Protection and control equipment</b>	means: 1. air conditioning or other cooling equipment used exclusively for the operation of <b>computers</b> ; 2. fire protection equipment used for the protection of <b>computers</b> ; and 3. uninterruptible power supply systems, line conditioners, and voltage regulators.

**Equipment Breakdown Coverage (BBPP)**

## I. The following is added to Section II. Additional coverages:

- Equipment breakdown      EB-A. **we** will pay the following amounts that directly result from **electronic circuitry impairment** or **equipment breakdown**:
1. physical loss of or damage to **covered property**;
  2. necessary and reasonable additional costs **you** incur to:
    - a. make temporary repairs to; and
    - b. expedite permanent repairs or permanent replacement of, damaged or lost **covered property**, up to \$5,000;
  3. a. additional costs **you** incur to repair, replace, clean up, or dispose of **covered property** because of contamination by **fungi**, wet rot, or dry rot. However, **we** will only pay the additional costs above the amount that would have been payable had no **fungi**, wet rot, or dry rot been involved; and
    - b. costs **you** incur for testing performed after the **covered property** is repaired or replaced if there is reason to believe that **fungi**, wet rot, or dry rot is present, up to \$5,000 for any one **equipment breakdown**.
- However, **we** will not pay for:
- i. spoilage of **perishable goods** under this subsection EB-A to the extent that such spoilage is covered under any Spoilage Additional coverage or Coverage extension; or
  - ii. damage to lawns, trees, shrubs, or plants that are a part of a vegetated roof;

Hiscox Insurance Company Inc.

Endorsement 1

NAMED INSURED: Site Jab

Business Services Coverage Upgrade Endorsement - Standard

Page 7 of 32

4. additional costs **you** incur to repair, replace, clean up, or dispose of **covered property** because of contamination by a substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency, up to \$5,000. **We** will only pay the additional costs above the amount that would have been payable had a hazardous substance not been involved. However, **we** will not pay for contamination of **perishable goods** by refrigerant or ammonia;
5. reasonable and necessary costs **you** incur to research, replace, and restore lost **electronic data**, including such costs **you** incur due to direct physical damage to or loss of **your covered property**, other than **money, securities, valuable papers and records, or accounts receivable**, while such **covered property** is in the course of transit or at a premises **you** do not own, lease, or operate, up to \$5,000;
6. reasonable costs **you** incur for professional services to create and disseminate communications to:
  - a. the media;
  - b. the public; or
  - c. **your** customers, clients, or members, up to \$5,000, provided that:
    - i. the need for such communications arises directly from the interruption of **your** business;
    - ii. **you** have sustained an actual income loss; and
    - iii. such costs have been incurred during the **period of restoration** or up to 30 days after the **period of restoration** has ended.
7. a. physical damage to **perishable goods** due to spoilage or to contamination from the release of refrigerant, including ammonia; and
  - b. any reasonable and necessary costs **you** incur to mitigate such physical damage, provided that the costs do not exceed the amount of loss that otherwise would have been payable under this coverage, up to \$5,000.

If **you** are unable to replace the **perishable goods** before their anticipated sale, the amount **we** will pay will be determined based on the sales price of the **perishable goods** at the time of the **equipment breakdown** or **electronic circuitry impairment**, less any discounts and expenses **you** otherwise would have had.

The most **we** will pay under this subsection EB-A will be the limits stated in the Schedule above, which will be a part of, and not in addition to the applicable limits of liability.

Utility services  
(Equipment breakdown)

EB-B. **we** will pay loss, damage, or expenses that directly result from **equipment breakdown** to **utility equipment** which causes an interruption or failure in utility services, provided that such loss, damage, or expenses would otherwise be covered under:

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 8 of 32

1. Additional coverage A. Business income;
2. Additional coverage C. Electronic data, including any **electronic data** stored in the equipment of a **cloud computing services** provider;
3. Additional coverage D. Extra expense; or
4. part 7 of subsection EB-A. Equipment breakdown, above.

The coverage provided under parts 1 and 2 of this subsection EB-B will apply only if the failure or disruption in utility services exceeds 24 hours immediately following the **equipment breakdown**. If the disruption or interruption exceeds 24 hours, coverage under parts 1 and 2 above will begin at the time of the disruption, subject to any applicable **deductible**.

The most **we** will pay under this subsection EB-B for any one **equipment breakdown** will be the limits stated in the Declarations for Additional coverages A. Business income, C. Electronic data, D. Extra expense, and EB-A. Equipment breakdown.

- II. The following is added to the end of Section II. Additional coverages, A. Business income, 2. Business income from dependent properties is deleted in its entirety and replaced with the following:

This subsection A.2. does not apply to any **income loss you** sustain as a result of **electronic circuitry impairment**.

- III. In Section VIII. Definitions, in the definition of "**Covered property**" the following is added to the end of paragraph 9 (if **you** have purchased the Buildings and Business Personal Property Coverage Part) or paragraph I (if **you** have purchased the Business Personal Property Coverage Part):

This paragraph also does not apply to loss or damage that is otherwise covered under Additional coverage EB-A. Equipment Breakdown or Additional coverage EB-B. Utility services (Equipment breakdown).

- IV. The following is added to the end of Section VII. Exclusions – What we will not pay, A.2, the "Fungi, wet rot, or dry rot" exclusion:

However, this exclusion will not apply to Additional coverage EB-A. Equipment breakdown, parts 3 and 7.

- V. The following is added to the end of Section VII. Exclusions – What we will not pay, A.8, the "Water" exclusion:

However, if any loss or damage to electrical **covered equipment** is caused by or results from the events described above, **we** will pay for the direct expenses **you** incur to dry out the electrical **covered equipment**, provided that such amounts are otherwise covered under Additional coverage EB-A. Equipment breakdown.

- VI. The following is added to the end of Section VII. Exclusions – What we will not pay, Exclusion A.5 "Utility services", Exclusion B.14 "Electrical apparatus", Exclusion B.15 "Electrical disturbance, Exclusion B.22 "Pollution", and Exclusion B.24 "Steam apparatus":

This exclusion will not apply to any costs, loss, damages, or expenses that are otherwise covered under Additional coverage EB-A. Equipment Breakdown or Additional coverage EB-B. Utility services (Equipment breakdown).

- VII. In Section VII. Exclusions – What we will not pay, Exclusion B.21, "Other types of loss", paragraph e is deleted in its entirety and replaced with the following:

- e. mechanical breakdown, including rupture or bursting caused by centrifugal force however, this exclusion will not apply to the breakdown of **computers** or to the extent any loss or damage is otherwise covered under

Hiscox Insurance Company Inc.

Endorsement 1

NAMED INSURED: Site Jab

Business Services Coverage Upgrade Endorsement - Standard

Page 9 of 32

Additional coverage EB-A. Equipment breakdown or Additional coverage EB-B. Utility services (Equipment breakdown); or

VIII. Solely with respect to the coverage provided by this Endorsement, the following is added to the end of Section VII.  
Exclusions – What we will not pay:

- Equipment breakdown      EB-1. **We** will not pay for loss, damage, or expense caused by or resulting from any hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel, or any electrical insulation breakdown test of any type of electrical equipment.
- EB-2. Solely with respect to the Business income, Extra expense, and Utility services Additional coverages, **we** will not pay for:
- a. loss caused by **your** failure to use due diligence and dispatch, and all reasonable means to resume business; or
  - b. any increase in loss resulting from an agreement between **you** and **your** customer or supplier.
- EB-3. **We** will not pay for loss, damage, or expense caused by or resulting from:
- a. fire or water or other means used to extinguish a fire;
  - b. explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
  - c. any other explosion, except as otherwise covered under the Equipment breakdown Additional coverage;
  - d. vandalism;
  - e. lightning, smoke, aircraft or vehicles, riot or civil commotion, sprinkler leakage, or elevator collision;
  - f. windstorm or hail. However, this exclusion will not apply if:
    - i. **covered equipment** that is located within a building or structure suffers **equipment breakdown** or **electronic circuitry impairment** that results from wind-blown rain, snow, sand, or dust; and
    - ii. the building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, or dust entered; or
  - g. breakage of glass, failing objects, freezing caused by cold weather, collapse, molten material, or the weight of snow, ice, or sleet;
- However, parts e, f, and g above will not apply if:
- i. the excluded cause of loss occurs away from any location described in the Schedule of Described Locations in the Declarations and causes an electrical surge or other electrical disturbance;
  - ii. the surge or disturbance is transmitted through utility service transmission lines to a location described in the Schedule of Described Locations in the Declarations, which results in **equipment breakdown** or **electronic circuitry impairment**; and
  - iii. the loss, damage, or expense caused by the surge or disturbance is not otherwise covered under this policy.
- EB-4. **We** will not pay for any loss or damage to animals.

IX. The following definitions are added to the end of Section VIII. Definitions:

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**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 10 of 32

**Cloud computing services** means professional, on-demand, self-service data storage or data processing services that are provided through the internet or over telecommunications lines, including:

1. IaaS (infrastructure as a service), SaaS (software as a service), and NaaS (network as a service);
2. public cloud, community cloud, and hybrid cloud business models; or
3. private cloud business models, but only if the services are owned and operated by a third party,

which are performed for **you** by a professional provider under written contract.

**Covered equipment** means **covered property** that is electrical or mechanical equipment that generates, transmits, or utilizes energy, including electronic communications equipment and **computers**, or other equipment built to operate under internal pressure or vacuum.

However, **covered equipment** does not include any:

1. **electronic data**;
2. insulating or refractory material;
3. **covered property** that is mounted on or used solely with any land motor vehicle(s), aircraft, satellites, spacecraft, or water craft;
4. dragline, excavation, or construction equipment or any **covered property** that is mounted on or used solely with any such dragline, excavation, or construction equipment;
5. equipment or any part of such equipment manufactured by **you** for sale;
6. water piping, boiler condensate return piping, or water piping forming a part of a refrigeration or air conditioning system; or
7. structure, foundation, cabinet, compartment, or air supported structure or building.

**Electronic circuitry** means microelectronic components, including circuit boards, integrated circuits, computer chips, and disk drives.

**Electronic circuitry impairment** means a fortuitous event involving **electronic circuitry** within **covered equipment** that **you** own, operate, or lease, which causes the **covered equipment** to suddenly lose its ability to function as it had been functioning immediately before the event.

We will determine whether the reasonable and appropriate remedy to restore the **covered equipment's** ability to function is the replacement of one or more **electronic circuitry** components of such **covered equipment**.

**Electronic circuitry impairment** does not include:

1. any condition that can be corrected by:
  - a. the performance of maintenance, including the replacement of expendable parts, recharging batteries, or cleaning;
  - b. rebooting, reloading, or updating software or firmware; or
  - c. providing necessary power or supply; or
2. any condition caused by or related to
  - a. incompatibility of the **covered equipment** with any software or equipment that was installed, introduced, or networked within 30 days of the event; or
  - b. insufficient size, capability, or capacity of the **covered equipment**; or

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 11 of 32

- c. exposure to adverse environmental conditions, including but not limited to changes in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty will not be considered an observable loss of functionality.

**Equipment breakdown**

means one of the following events that fortuitously causes direct physical damage to **covered equipment**:

1. mechanical breakdown, including rupture or bursting caused by centrifugal force;
2. artificially generated electrical current, including electrical arcing that damages electrical devices, appliances, or wires;
3. an explosion of a steam boiler, steam pipe, steam turbine, or steam engine that **you** own, operate, or lease;
4. physical loss or damage to a steam boiler, steam pipe, steam turbine, or steam engine caused by or resulting from any condition or event within such equipment;
5. physical loss or damage to hot water boilers or any other equipment for heating water caused by or resulting from any condition or event within such equipment; or
6. bursting, cracking, or splitting.

**Equipment breakdown** does not include: (i) malfunction, including adjustment, alignment, calibration, cleaning, modification, or any condition that can be corrected by the performance of maintenance; or (ii) manufacturing defects, erasures, errors, limitations, malicious code, loss of data, loss of access, loss of use, loss of functionality, viruses, or any other condition within **computers**.

**Perishable goods**

means personal property maintained under controlled conditions for its preservation, and which is susceptible to loss or damage if the controlled conditions change.

**Utility equipment**

means:

1. electrical or mechanical equipment which generates, transmits, or utilizes energy, including overhead transmission lines, electronic communications equipment, and **computers**; or
2. other equipment built to operate under internal pressure or vacuum, that is owned or leased by a utility, landlord, a landlord's utility, or other supplier that provides **you** with electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications, wide area networks, data transmission, or **cloud computing services**.

- X. Solely with respect to the coverage provided by this endorsement, the following is added to the end of Section IX.  
Other provisions affecting coverage:

**Environmental, safety, and efficiency improvements**

EB-A. If any **covered equipment** requires replacement due to an **equipment breakdown** or **electronic circuitry impairment**, **we** will pay the additional costs **you** incur to replace such **covered equipment** with equipment that is better for the environment, safer for people, or more energy or water efficient. However, **we** will not pay for any increase in size or capacity or for more than 150% of what the cost would have been to replace the **covered equipment** with like kind and quality.

This condition will not increase any of the applicable limits and will not apply to the replacement of component parts or the replacement of any property for which **we** have agreed to pay actual cash value pursuant to Section V. How loss is paid.

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 12 of 32

Jurisdictional inspection	EB-B. If any <b>covered equipment</b> requires inspection to comply with state or municipal boiler and pressure vessel regulations, <b>we</b> agree to perform such inspection on <b>your</b> behalf. However, <b>we</b> do not warrant that any conditions are safe or healthful.
Suspension	<p>EB-C. If any <b>covered equipment</b> is found to be in or exposed to a dangerous condition, <b>we</b> may immediately suspend the insurance for loss provided under part I of this Endorsement to that <b>covered equipment</b>. <b>We</b> may suspend the insurance by mailing or delivering a written notice of suspension to:</p> <ol style="list-style-type: none"> <li>1. <b>your</b> last known address;</li> <li>2. the address where the <b>covered equipment</b> is located; or</li> <li>3. as otherwise required by any applicable law governing notification of suspension.</li> </ol> <p>Once suspended, <b>your</b> insurance for such <b>covered equipment</b> can only be reinstated by an endorsement specifically adding the <b>covered equipment</b>.</p> <p>If <b>we</b> suspend <b>your</b> insurance, you will receive a pro rata refund of the premium attributable to the <b>covered equipment</b> for the period of suspension. However, the suspension will be effective whether or not <b>we</b> have made or offered a refund.</p>

**Fine Arts Coverage Extension (BBPP)**

## I. The following is added to the end of Section III. Coverage extensions:

Fine arts	FA-A. direct physical damage to or loss of <b>fine arts</b> up to the limit(s) stated in the Schedule above caused by or resulting from any <b>covered cause of loss</b> first commencing during the <b>policy period</b> .
The limit stated in the Schedule above is the most <b>we</b> will pay for each occurrence, regardless of the number of locations or buildings involved.	
Coverage under this subsection FA-A. will apply only to <b>fine arts</b> which are:	
<ol style="list-style-type: none"> <li>1. <b>your</b> property or in <b>your</b> care, custody, or control and which are at a location identified in the Schedule of Described Premises in the Declarations;</li> <li>2. temporarily on display or on exhibit away from a location identified in the Schedule of Described Premises in the Declarations; or</li> <li>3. <b>in transit</b> between a location identified in the Schedule of Described Premises in the Declarations and a location where the <b>fine arts</b> will be temporarily on display or exhibit.</li> </ol>	

II. In Section V. How loss is paid, B. Payment of loss and valuation, 1. Payment of value, part e (if **you** have purchased the Business Persona Property Coverage Part) or part f (if **you** have purchased the Buildings and Business Personal Property Coverage Part) is deleted in its entirety and replaced with the following:

works of art, antiques, or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain, and bric-a-brac, except if otherwise covered under Coverage extension FA-A. Fine arts.

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 13 of 32

- III. Solely with respect to the coverage provided by this Endorsement, the following is added to the end of Section V. How loss is paid, "Payment of loss and valuation", in the provision beginning with the words, "For the following items, **we** will take the following into consideration when adjusting the loss":

FA-1. **Fine arts:**

In the event of physical damage to or loss of **fine arts**, **we** will pay the least of the following amounts:

- a. the market value of the **fine arts** at the time of the loss or damage;
- b. the reasonable cost to repair or restore the **fine arts** to their condition immediately before the covered loss or damage; or
- c. the cost of replacing the **fine arts** with substantially identical property.

- IV. Solely with respect to the coverage provided by this Endorsement, Section VII. Exclusions –What is not covered, the "Earth movement" and "Water" exclusions are deleted in their entirety.

- V. Solely with respect to the coverage provided by this Endorsement, the following exclusion is added to Section VII. Exclusions – What is not covered:

FA-A. **We** will not pay for any loss or damage caused by or resulting from:

1. breakage of any statuary, glassware, bric-a-brac, marble, porcelain, or similar fragile property. However, this exclusion will not apply to any loss or damage that is directly caused by a **specified causes of loss**, earthquake, or flood; or
2. any repair, restoration, or retouching of the **fine arts**.

- VI. Solely with respect to the coverage provided by this Endorsement, the following definitions are added to the end of Section VIII. Definitions:

**Fine arts** means paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, antique jewelry, bric-a-brac, porcelains and similar property of rarity, historical value, or artistic merit.

**In transit** means in the course of shipment to or from a location identified in the Schedule of Described Premises in the Declarations, including while such shipment is temporarily stopped or delayed incidental to the delivery.

**Hired Auto - Physical Damage (BBPP)**

- I. The following is added to the end of Section II. Additional coverages:

Hired auto – physical damage      HA-A. direct physical loss of or damage to a **covered auto** or its equipment that is caused by:

1. **Comprehensive coverage:** any cause except for:

- a. the **covered auto's** collision with another object; or
- b. the **covered auto's** overturn; or

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 14 of 32

2. Collision coverage: the **covered auto's** collision with another object or the **covered auto's** overturn,

that occurs during the **policy period**.

The most **we** will pay under this subsection HA-A is the Hired Auto – Physical Damage Coverage Limit stated in the Schedule above.

If a Hired Auto – Physical Damage Coverage Deductible is stated in the Schedule above, then that amount, and not the Deductible stated in the Declarations, will apply to loss or damage under this subsection HA-A.

The coverage provided under this subsection HA-A is specifically excess of any other valid insurance, whether collectible or not.

II. The following is added to the end of Section V. How loss is paid, part C:

HA-1. Covered autos:

In the event of loss to a **covered auto** under Additional coverage HA-A. Hired auto – physical damage, **we** will pay the lesser of:

- a. the actual cash value of the damaged or stolen property at the time of loss; or
- b. the costs of repairing or replacing the damaged or stolen property with property of like kind and quality.

III. Solely with respect to the coverage provided by this Endorsement, in Section VIII. Definitions, the definition of "**Covered property**", paragraph 1 (if **you** have purchased the Buildings and Business Personal Property Coverage Part) or paragraph a (if **you** have purchased the Business Personal Property Coverage Part) is deleted in its entirety and replaced with the following:

aircraft, automobiles, motortrucks, motorcycles, trailers, any other vehicles subject to motor vehicle registration, and:

- a. any **covered auto** while used in any professional or organized racing or demolition contest, stunting activities, or while practicing for such contests or activities;
- b. tapes, records, discs, or other similar audio, visual, or data electronic media designed for use with audio, visual, or data electronic equipment and which are located in a **covered auto**; and
- c. any electronic equipment installed in a **covered auto**, whether or not such equipment is permanently installed, that receives or transmits audio, visual, or data signals and which is not designed solely for the reproduction of sound.

IV. Solely with respect to the coverage provided by this Endorsement, Section VII. Exclusions – What we will not pay is deleted in its entirety and replaced with the following:

VII. Exclusions – What **We** will not pay for loss or damage:  
we will not pay

1. to a **covered auto** caused by or resulting from anyone causing **you** to voluntarily part with the **covered auto** under false pretenses, including a trick or scheme.
2. caused by or resulting from:
  - a. wear and tear;
  - b. freezing;
  - c. mechanical or electrical breakdown; or
  - d. blowouts, punctures, or other road damage to tires.

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 15 of 32

- V. Solely with respect to the coverage provided by this Endorsement, the following definition is added to the end of Section VIII. Definitions:

**Covered auto** means a land motor vehicle, trailer, or semitrailer that is subject to motor vehicle registration or designed for travel on public roads, including any attached machinery or equipment, that **you** or **your** employee leases, hires, or rents without a driver and at **your** direction for a period of 30 days or less for the purpose of conducting operations customary to **your** business.  
Covered auto does not include any **covered auto you** lease, hire, or rent from any of **your** employees or any members of their households.

**Ordinance or Law Coverage - Business Income and Extra Expense During Suspension**

- I. In Section II. Additional coverages, the following is added to A. Business income:

OL-1. Ordinance or law:  
in the event of loss of or damage to **covered property** caused by or resulting from any **covered cause of loss**, actual and necessary **income loss** and **extra expense you** sustain during the **period of restoration** due to the necessary suspension of **your** business activities for a period longer than the waiting period stated in the Schedule above caused by or resulting from a requirement to comply with any ordinance or law that:  
 a. regulates the construction or repair of any property;  
 b. requires the tearing down of parts of any property not damaged by a **covered caused of loss**; and  
 c. is in force at the time of loss.

All amounts **we** pay under this subsection OL-1 will be subject to the limit stated in the Schedule above, and will be in addition to, and not a part of, any other limit applicable to this Coverage Part.

**We** will not pay for loss caused by or resulting from the enforcement of or compliance with any ordinance or law that requires **you** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**.

- II. Solely with respect to the coverage provided by this Endorsement, in Section VII. Exclusions – What we will not pay, paragraph A, the following sentence is added to the end of the “Ordinance or law” exclusion:

This exclusion also does not apply to any costs or loss otherwise covered under Additional coverage A Business income, OL-1. Ordinance or law.

- III. Solely with respect to the coverage provided by this Endorsement, in Section VIII. Definitions, the definition of “**Period of restoration**” is deleted in its entirety and replaced with the following:

**Period of restoration** means the period of time that begins immediately after:  
 1. the expiration of the waiting period set forth in the Schedule above; or  
 2. with respect to **extra expense** covered under Additional coverage, A.OL-1. Ordinance or law, the time of loss or damage,  
and ends on the earlier of the date when:  
 a. the property should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or  
 b. **your** business activities are resumed at a new permanent location.  
**Period of restoration** includes any increased period required due to the enforcement of or compliance with any ordinance or law that:  
 i. regulates the construction or repair of any property;

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 16 of 32

- ii. requires the tearing down of any property; and
- iii. is in force at the time of loss.

The end of the **policy period** will not cut short the **period of restoration**.

IV. The terms of this endorsement apply separately to each **building** identified in the Schedule above.

**Ordinance or Law Coverage Endorsement (Undamaged Portion of Building; Demolition Cost; Tenants' Improvements and Betterments)**

Premises Number	Building Number	Undamaged Portion of Building Coverage
2	1	<input checked="" type="checkbox"/>
1	1	<input checked="" type="checkbox"/>

If no information is stated above, the relevant information to complete the Schedule will be shown in the Declarations.

I. The following sections are added to the end of Section III. Coverage extensions:

- |                           |       |   |
|---------------------------|-------|---|
| Ordinance or law coverage | OL-A. | with respect to a <b>building</b> identified by Building Number in the Schedule above that has sustained loss or damage caused by or resulting from any <b>covered cause of loss</b> first commencing during the <b>policy period</b> : |
|---------------------------|-------|---|
- 1. Undamaged portion of building:
    - If Undamaged Portion of Building Coverage is selected in the Schedule above for such **building**, **we** will pay the loss in value of the undamaged portion of the **building** **you** sustain to comply with the minimum standards of an ordinance or law that:
      - a. regulates the demolition, construction, or repair of **buildings**, or establishes zoning or land use requirements at the Premises identified in the Schedule above in connection with the **building**;
      - b. requires demolition of undamaged parts of the same **building**; and
      - c. is in force at the time of loss.
    - The most **we** will pay for loss covered under this subsection OL-A.1 for each **building** is:
      - i. if the property is repaired or replaced on the same or another premises, the lesser of the:
        - (A) amount **you** actually spend to repair, rebuild, or reconstruct the **building**, but not for more than the amount it would cost to restore the **building** on the same premises and to the same height, floor area, style, and comparable quality of the original property insured; or
        - (B) limit of liability applicable to the **building**; or
      - ii. if the property is not repaired or replaced, the lesser of the:

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Endorsement 1

NAMED INSURED: Site Jab

Business Services Coverage Upgrade Endorsement - Standard

Page 17 of 32

- (A) actual cash value of the **building** at the time of loss; or
- (B) limit of liability applicable to the **building**.

2. Demolition costs:

If an amount is listed under Demolition Cost Limit or Demolition Cost and Increased Cost of Construction Coverages Combined Limit in the Schedule above for such **building**, **we** will pay costs **you** incur to demolish and clear the site of undamaged parts of the same **building** to comply with an ordinance or law that:

- a. regulates the demolition, construction, or repair of **buildings**, or establishes zoning or land use requirements at the Premises identified in the Schedule above in connection with the **building**;
- b. requires demolition of such undamaged property; and
- c. is in force at the time of loss.

The most **we** will pay for loss covered under this subsection OL-A.2 for each **building** is the lesser of the:

- i. amount **you** actually spend to demolish and clear the site of the described premises; or
- ii. Demolition Cost Limit or Demolition Cost and Increased Cost of Construction Coverages Combined Limit, whichever is selected for the **building** by entry in the Schedule above.

3. Tenants' Improvements and Betterments:

If an amount is listed under Tenants' Improvements and Betterments Limit in the Schedule above, **we** will pay losses **you** sustain or costs **you** incur as described in this subsection OL-A or in Additional coverages, H. Increased cost of construction for those tenants' improvements and betterments that have been damaged or lost.

Notwithstanding anything to the contrary in the Other insurance provision in the General Terms and Conditions, any payment due under this Coverage subsection OL-A.3 is specifically excess of and will not contribute with any other valid insurance for tenants' improvements and betterments, whether collectible or not.

Coverage under this section OL-A only applies if the applicable **building** sustains damage or loss that is covered under this policy, and:

- (1) as a result of such damage or loss, **you** are required to comply with the ordinance or law; or
- (2) the **building** also sustains damage or loss that is not covered under this policy, but as a result of the **building** damage in its entirety, **you** are required to comply with the ordinance or law.

In such event:

- A. if the covered damage or loss alone would not have resulted in a requirement to comply with the ordinance

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 18 of 32

or law, then **we** will only pay for the proportion of loss sustained or costs incurred in connection with the covered direct damage or loss to the **building**; but

- B. if the covered damage or loss alone would have resulted in a requirement to comply with the ordinance or law, then **we** will pay the full amount otherwise payable under the applicable coverage extension.

However, if none of the damage or loss to the **building** that is the subject of the ordinance or law is covered under this policy, then coverage under this section OL-A does not apply, even if the **building** has also sustained other covered damage or loss.

**We** will not pay any costs due to an ordinance or law with which **you**:

- a. were required to comply before the loss, even when the **building** was undamaged; and
- b. failed to comply.

**We** will also not pay any costs associated with the enforcement of or compliance with any ordinance or law that requires:

- i. demolition, repair, replacement, reconstruction, remodelling, or remediation of property due to contamination by **pollutants** or due to the presence, growth, proliferation, spread, or any activity of **fungi**, wet rot, or dry rot; or
- ii. anyone to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**, **fungi**, wet rot, or dry rot.

- II. Solely with respect to the coverage provided by Coverage extension OL-A.2. Demolition costs, Section V. How loss is paid, B. Payment of loss and valuation is deleted in its entirety.
- III. Solely with respect to the coverage provided by this Endorsement, in Section VII. Exclusions – What we will not pay, paragraph A, the following sentence is added to the end of the “Ordinance or law” exclusion:  
This exclusion also does not apply to any costs or loss otherwise covered under Coverage extension OL-A. Ordinance or law coverage or Additional coverage A Business income, OL-1. Ordinance or law.
- IV. Solely with respect to the coverage provided by this Endorsement, in Section VIII. Definitions, the definition of “**Period of restoration**” is deleted in its entirety and replaced with the following:

**Period of restoration**

means the period of time that begins immediately after:

- 1. the expiration of the waiting period set forth in the Schedule above; or
- 2. with respect to **extra expense** covered under Additional coverage, A.OL-1. Ordinance or law, the time of loss or damage,

and ends on the earlier of the date when:

- a. the property should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or
- b. **your** business activities are resumed at a new permanent location.

**Period of restoration** includes any increased period required due to the enforcement of or compliance with any ordinance or law that:

- i. regulates the construction or repair of any property;
- ii. requires the tearing down of any property; and
- iii. is in force at the time of loss.

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 19 of 32

The end of the **policy period** will not cut short the **period of restoration**.

V. The terms of this endorsement apply separately to each **building** identified in the Schedule above.

**Tenant Building and Business Personal Property Required By Lease**

The following is added to the end of Section II. Additional coverages:

Insurance required by TB-A. direct physical damage to or loss of:  
lease

1. **your** landlord's personal property located inside a **building**; or
2. a **building** owned by **your** landlord,

that is in **your** care, custody, or control and for which **you** have a written contractual responsibility to insure, provided that the damage or loss is caused by or results from a **covered cause of loss** first commencing during the **policy period**.

The most **we** will pay under this subsection TB-A is the limit stated in the Schedule above.

**Advertising Expense To Regain Customers**

The following is added to the end of Section III. Coverage extensions:

Advertising expense to regain customers AD-A. reasonable and necessary advertising expenses **you** incur within 60 days after the end of the **period of restoration** to regain customer faith and approval following the interruption to **your** business operations for a period longer than the **waiting period** due to direct physical damage to or loss of **covered property** caused by or resulting from any **covered cause of loss**, triggering coverage under Additional coverage A.1. Business income.

**Backup or Overflow of a Sewer, Drain, or Sump**

I. The following is added to the end of Section III. Coverage extensions:

Backup or overflow of a sewer, drain, or sump BU-A. direct physical loss or damage to **covered property** at the described premises, caused by or resulting from any **covered cause of loss** first commencing during the **policy period**, provided that such loss or damage is due to water or waterborne material carried or moved by water that backs up or overflows or is otherwise discharged from a sewer, drain (including a roof drain and its related fixtures), sump, sump pump or related equipment.

II. The "Water" exclusion in Section VII. Exclusions – What we will not pay, will not apply to the coverage afforded by this Endorsement.

III. Solely with respect to the coverage afforded by this Endorsement, the following exclusion is added to the end of part A in VII. Exclusions – What we will not pay:

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 20 of 32

- Sewer backup exclusions SB-A loss or damage from:
1. water or other materials that back-up or overflow from any sewer or drain, sump, sump pump or related equipment when it is caused by or results from any flood, regardless of the proximity of the back-up or overflow to the flood condition.
  2. the failure to keep a sump pump or its related equipment in proper working condition; or
  3. the failure to perform routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

**Brands and Labels Coverage**

The following is added to the end of Section III. Coverage extensions:

- Brands and labels BL-A. reasonable and necessary costs **you** incur to remove a brand or label and then relabel **covered property** to comply with any applicable law, provided that **we** elect to take such **covered property** at an agreed or appraised value and that it was damaged by a **covered cause of loss** first commencing during the **policy period**. **We** will also pay:
1. reasonable and necessary costs to label or stamp such property as salvage, if doing so will not physically damage the property; and
  2. the reduction in the salvage value of the damaged property due to the removal of the brand or label.

Any payment made under this coverage extension BL-A will not increase the limit of liability.

**Business Income for Billable Hours Option**

- I. In Section V. How loss is paid, the following is added to the end of Payment of loss and valuation:

However, at your option, **you** may choose to settle **income loss or extra expense**, as described in the Business income and Extra expense Additional coverages, on a billable hours basis. If **you** choose this settlement method, the billable hours will be verified through a review of **your** financial records or based on an average of **your** billable hourly rate for the 12 months immediately preceding the month in which the loss or damage occurs.

**You** may only select this loss settlement option before **you** submit **your income loss** calculations to **us**. The billable hours loss settlement option cannot be combined with any other method of adjusting and calculating loss under the Business income and Extra expense Additional coverages for any one occurrence. The most **we** will pay under the billable hours settlement option for any one occurrence is the Business Income Billable Hours Limit identified in the Schedule above. **We** will pay the Business Income Billable Hours Limit on an actual loss sustained basis.

- II. In Section VIII. Definitions, the following is added to the end of the definition of "**Income loss**":

However, if you elect the billable hours settlement option described in Section I of this Endorsement, **income loss** means the sum of:

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 21 of 32

- a. net income (net profit or loss before taxes) that **you** would have earned from the billable hours ordinarily charged by **you** to **your** clients for services performed by **you** or **your** employees if no physical loss or damage had occurred. With respect to manufacturing risks, net income includes the net sales value of production;
- b. other business income that **you** would have earned if no physical loss or damage had occurred; and
- c. continuing normal operating expenses **you** incur, including ordinary payroll for **your** employees, but not any of **your**: (i) officers; (ii) partners; (iii) **members**; (iv) **managers**; or (v) employees under contract. However, such operating expenses will not be offset by net loss if **your** business is not generating any income because **you** are primarily in research or development, or have not yet brought **your** product to market; and
- d. **rental value**.

## III. The following definition is added to the end of Section VIII. Definitions:

**Rental value** means **income loss** that consists of:

- 1. net income (net profit or loss before taxes) that **you** would have earned or incurred as rental income from tenant occupancy of a premises described in the Declarations as furnished and equipped by **you**, including the fair rental value of any portion of the premises that is occupied by **you**; and
- 2. continuing normal operating expenses **you** incur in connection with that premises, including:
  - a. ordinary payroll for **your** employees, but not any of **your** (i) officers; (ii) partners; (iii) **members**; (iv) **managers**; or (v) employees under contract; and
  - b. the amount of charges that are the legal obligation of tenant(s) but would otherwise be **your** obligations.

**Contract Penalties Coverage Endorsement**

The following is added to the end of Section III. Coverage extensions:

Contract penalties CP-A. contract penalties **you** are required to pay due to **your** failure to provide **your** product or service according to contract terms because of direct physical loss or damage to **covered property** caused by or resulting from a **covered cause of loss** first commencing during the **policy period**.

The most **we** will pay for all such penalties is the Contract Penalties Limit identified in the Schedule above, which will a part of, and not in addition to, any applicable limit of liability.

**Coverage for Business Income from Websites**

## I. The following is added to the end of Section III. Coverage extensions:

- Business income BI-A. loss of business income and necessary and reasonable **extra expense** for a suspension of operations longer than the **waiting period**, caused by direct physical loss or damage to property that:
- 1. **you** depend on for **website and communications services**; and
  - 2. is caused by a **covered cause of loss** first commencing during the **policy period**,
- for up to 7 days immediately following such **covered cause of loss**; provided, however, that this subsection BI-A will not apply to websites unless a duplicate or back-up copy of

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 22 of 32

such website is stored at a location at least 1,000 feet from the premises of the vendor providing the **website and communications services**.

The most **we** will pay under this subsection BI-A is the aggregate limit stated in the Schedule above. Such amounts will be a part of, and not in addition to, the applicable Limit of liability.

- II. Solely with respect to the coverage afforded by this Endorsement, in Section VII. Definitions, the following definitions of "**waiting period**" is deleted in its entirety and replaced with the following:

**Waiting period** means the number of hours stated as such on the above Schedule commencing from the date and time on which the initial interruption to **your** business activities occurs.

- III. The following definition is added to the end of VIII. Definitions:

**Website and communications services** means:

1. internet access, email, web hosting, value added network services and application software services at the premises of others; or
2. network and router infrastructure services, including cable and wireless, located more than 1,000 feet from **your** premises.

**Denial of Access to Premises**

- I. The following is added to the end of Section II. Additional coverages, A. Business income:

DN-1. **Denial of access to premises:**

**income loss** and **extra expense** up to the limit stated in the Schedule above directly caused by the prevention of access to or from the location where **you** perform **your** business activities due to direct physical damage to or loss of property located within 2,000 feet of such location caused by or resulting from a **covered cause of loss**.

We will only pay for:

- a. **income loss** sustained during the **period of restoration**, provided **your** prevention of access to such location is prohibited for a period longer than the **waiting period**;
- b. **extra expense** caused by the prevention of access to or from such location, for a period not to exceed: (i) 14 days; or (ii) the period of restoration, whichever is later.

Coverage under this subsection A.DN-1. will apply only if the **covered cause of loss** that caused the damage first commenced during the **policy period**.

- II. For purposes of this Endorsement only, the following terms will have the meanings set forth below:

- A. **period of restoration** means the period of time that begins immediately after the expiration of the **waiting period** and ending on the earlier of: (i) the date when **you** are able to access the location where **you** perform **your** business activities; or (ii) 14 consecutive days.
- B. **waiting period** will be 72 hours commencing from the date and time on which **you** were first prevented from accessing the location where **you** perform your business activities.

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 23 of 32

**Employee Dishonesty**

- I. The following is added to Section III. Coverage extensions:

Employee dishonesty      EM-A. direct physical damage to or loss of **covered property, money, and/or securities** resulting directly from **theft, forgery**, or other dishonest acts committed by any of **your employees**, whether identified or not, or in collusion with other persons or entities, with the manifest intent to:

- cause **you** to sustain damage or loss; and
- obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment) for any **employee** or any other person or entity.

The coverage provided under this subsection EM-A will terminate as to any **employee**, once any of **your** partners, **members**, **managers**, officers, or directors not acting in collusion with the **employee** learns that the **employee** committed a **theft, forgery**, or other dishonest act before or after being hired by **you**.

**We** will pay only for covered damage or loss sustained during the **policy period** and discovered no later than one year from the end of the **policy period**.

- II. Solely with respect to the coverage provided by this Endorsement, in Section VII. Exclusions – What is not covered, **B.**, the "Dishonesty" exclusion is deleted in its entirety and replaced with the following:

Dishonesty      13.      a. dishonest or criminal acts (including theft) by **you**, anyone else with an interest in the property, or any of **your** or their partners, **members**, officers, **managers**, employees (including temporary or leased employees), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or

b. theft by any person to whom **you** entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during **your** normal hours of operation, but does not apply to acts of destruction by **your** employees (including temporary or leased employees) or authorized representatives.

Solely with respect to coverage provided for **your accounts receivable** records and **valuable papers and records**, this exclusion does not apply to acts committed by carriers for hire.

However, this exclusion will not apply to the extent any damage or loss is covered under Coverage extension EM-A. Employee dishonesty.

- III. Solely with respect to the coverage provided by this Endorsement, the following exclusions are added to the end of Section VII. Exclusions – What is not covered:

Solely with respect to coverage provided under Coverage extension EM-A. Employee dishonesty, **we** will not pay for damage or loss:

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 24 of 32

- ED-1. resulting from any dishonest or criminal act that **you** or any of **your** partners or **members** committed, whether acting alone or in collusion with other persons.
- ED-2. the only proof of which as to its existence or amount is an inventory computation or a profit and loss computation.
- ED-3. caused by an **employee** if the **employee** had also committed **theft**, **forgery**, or any other dishonest act prior to the effective date of this policy and **you** or any of **your** partners, **members**, **managers**, officers, directors, or trustees, not in collusion with the **employee**, learned of that **theft**, **forgery**, or dishonest act prior to the **policy period**.
- IV. Solely for purposes of the coverage provided by this Endorsement, in Section VIII. Definitions, the definition of "**Money**" is deleted in its entirety and replaced with the following:

**Money** means:

1. currency, coins, and bank notes in current use and having a face value;
2. traveler's checks, register checks, and money orders held for sale to the public; or
3. with respect to **employee theft loss** or **computer funds transfer loss**, deposits in **your** account at any **financial institution**.

**Money** does not mean Bitcoin or any other digital currency, crypto currency, or electronic currency.

- V. For purposes of this Endorsement only, the following definitions are added to the end of Section VIII. Definitions:

**Employee** means any person:

1. employed by **you**;
2. **you** compensate directly by salary, wages, or commissions; and
3. **you** have the right to direct and control while performing services for **you**.

**Employee** also includes any:

- a. temporary **employee**;
- b. person who is leased to **you**;
- c. natural person who is a student, volunteer, or intern performing services for **you**;
- d. of **your managers**, directors, or trustees while performing acts within the usual duties of an **employee**; or
- e. former **employee**, partner, **member**, **manager**, director, or trustee retained as a consultant, but only while performing services for **you**.

Coverage under this Endorsement will apply to any **employee** for the first 30 days immediately after their termination, unless such termination is due to **theft**, **forgery**, or any other dishonest act committed by the **employee**.

**Employee** does not include any agent, broker, factor, commission merchant, consignee, independent contractor, representative, or person in a similar position unless specified above.

- Discover, discovered, or discovery** means when **you** or any of **your** partners or **members** or **employees** first becomes aware of facts which would cause a reasonable person to believe a loss has been

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 25 of 32

or will be sustained, regardless of whether the exact amount or details of the loss is known.

**Discover, discovered, or discovery** also means the first receipt by **you** or any of **your** partners or **members** or **employees** of notice of an actual or potential claim in which it is alleged that **you** are liable to a third party under circumstances which would constitute a loss under this Endorsement.

**Forgery**

means signing the name of another person or organization with the intent to deceive, whether in writing or through an electronic identifier. **Forgery** does not include a signature which consists in whole or in part of one's own name, whether signed with or without authority, in any capacity, and for any purpose.

**Theft**

means the unlawful taking of property to its owner's deprivation.

VI. For purposes of the coverage provided by this Endorsement only, the following is added to the end of Section IX.  
Other provisions affecting coverage:

## Employee dishonesty conditions

- A. All loss or damage caused by one or more persons or involving a single act or series of acts will be considered a single occurrence and will be subject to the limit stated in the Schedule above.
- B. If any loss is covered partly by this Coverage Part and partly by any prior cancelled or terminated policy that **we** or any of **our** affiliates issued to **you** or **your** predecessor in interest, then the most **we** will pay for such loss is the larger of the amount recoverable under this Coverage Part or the prior insurance.
- C. If **you** (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that **you** could have recovered under that insurance except that the time within which to discover loss or damage had expired, **we** will pay for it under Coverage extension EM-A. Employee dishonesty, provided:
  - 1. this Endorsement became effective at the time of cancellation or termination of the prior insurance; and
  - 2. the loss or damage would have been covered by this Endorsement had it been in effect when the acts or events causing the loss or damage were committed or occurred.

**Expediting Expenses Endorsement**

The following is added to the end of Section II. Additional coverages:

## Expediting expenses

- EE-A. the reasonable and necessary additional costs **you** incur up to the limit stated in the Schedule above as a result of a **covered cause of loss** to **covered property** that first commences during the **policy period** to:
  - 1. make temporary repairs;
  - 2. expedite permanent repair or replacement of damaged property; or
  - 3. provide training on replacement machines or equipment.

Any payments **we** make under this subsection EE-A will be a part of, and not in addition to, the applicable limit of liability.

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 26 of 32

**Money and Securities Coverage**

- I. The following is added to the end of Section III. Coverage extensions:

Money and securities      MO-A. damage to or loss of **money** and **securities** used in **your** business while:

1. at a bank or savings institution;
2. within **your** residence, or **your** partners or any employee's residence, provided they have custody of such **money** and **securities**;
3. at any **building** or at any premises where **you** perform business operations; or
4. in transit between any of the above places, resulting directly from theft, disappearance, or destruction.

**We** will pay up to the each occurrence limit specified in the Schedule above, depending on where the **money** or **securities** were located at the time of the damage or loss.

This subsection MO-A does not apply to any loss of **money** or **securities**:

- a. resulting from accounting or arithmetical errors or omissions;
- b. due to the giving or surrendering of property in any exchange or purchase;
- c. contained in any money-operated device unless the amount of **money** deposited in it is recorded by a continuous recording instrument in the device; or
- d. located outside of the **coverage territory**.

All loss of **money** or **securities** caused by one or more persons or involving a single act or series of related acts will be considered a single occurrence.

**You** must keep records of all **money** and **securities** so **we** can verify the amount of any loss or damage.

- II. In Section VIII. Definitions, in the definition of "**Covered property**", part 2 (if **you** have purchased the Buildings and Business Personal Property Coverage Part) or part b (if **you** have purchased the Business Personal Property Coverage Part) is deleted in its entirety and replaced with the following:

**money** or **securities**, except as provided in Coverage extension MO-A. Money and securities;

**Outdoor Signs Coverage**

- I. The following is added to the end of Section III. Coverage extensions:

Outdoor signs

OS-A. loss of or damage to all outdoor signs at the premises described in the Declarations that are owned by **you** or owned by others and in **your** care, custody, and control, provided such loss or damage is caused by or results from a **covered cause of loss** first commencing during the **policy period**. However, this coverage will not include wear and tear, hidden or latent defect, rust, corrosion, or mechanical breakdown.

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 27 of 32

**We** will pay up to the limit stated in the Schedule above for this coverage OS-A, and not any limit stated in the Declarations.

Any payment made under this coverage extension OS-A will not increase the limit of liability.

II. Solely with respect to the coverage afforded by this Endorsement, Section VII. Exclusions – What is not covered, is deleted in its entirety and replaced with the following:

- A. **We** will not pay for damage or loss caused directly or indirectly by or resulting from any of the following. Such damage or loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:

- |                     |  |
|---------------------|--|
| Governmental action | <ul style="list-style-type: none"> <li>1. seizure or destruction of property by order of governmental authority; however, <b>we</b> will pay for damage or loss caused by or resulting from acts of destruction ordered by a governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.</li> </ul> |
|---------------------|--|

**Sales Representative Samples**

I. The following is added to the end of Section III. Coverage extensions:

- |                              |   |
|------------------------------|---|
| Sales representative samples | <p>SR-A. direct physical loss or damage to samples of <b>your</b> stock in trade, including containers, caused by or resulting from a <b>covered cause of loss</b> first commencing during the <b>policy period</b>, provided such samples were, at the time of loss or damage:</p> <ul style="list-style-type: none"> <li>1. in the custody of <b>your</b> sales representative, agent, or any <b>employee</b> who travels with sales samples;</li> <li>2. in <b>your</b> custody while <b>you</b> are acting as a sales representative; or</li> <li>3. in transit between the premises described in the Declarations and <b>your</b> sales representative.</li> </ul> |
|------------------------------|---|

**We** will pay up to the limit stated in the Schedule above for this coverage SR-A, and not any limit stated in the Declarations.

Any payment made under this coverage extension SR-A will not increase the limit of liability.

II. The “Earth movement” exclusion and the “Water” exclusion in Section VII. Exclusions – What we will not pay, will not apply to the coverage afforded by this Endorsement.

III. Solely with respect to the coverage afforded by this Endorsement, the following exclusion is added to the end of Section VII. Exclusions:

- |                        |   |
|------------------------|---|
| Specific stock samples | <p>SS-1. loss to samples of <b>your</b> stock in trade, including containers, if such samples:</p> <ul style="list-style-type: none"> <li>1. have already been sold;</li> </ul> |
|------------------------|---|

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**Business Services Coverage Upgrade Endorsement - Standard**

Page 28 of 32

2. are made of or include jewellery, precious or semiprecious stones, gold, silver, platinum or other precious metals or alloys;
3. are made of or include fur, fur garments, or garments trimmed with fur; or
4. suffered loss while waterborne.

**Unauthorized Business Credit Card Use**

The following is added to the end of Section III. Coverage extensions:

Unauthorized business card    UA-A. loss resulting directly from the theft or unauthorized use of any business credit cards issued to **you** or registered in **your** name, provided such loss first commences during the **policy period**.

However, this subsection UA-A will not cover any loss resulting from the theft of unauthorized use of such business credit card(s) by any of **your** employees or any other person who has been entrusted with the card(s).

If **you** are sued because of the theft of unauthorized use, and if **you** have our prior written consent to defend against the suit, **we** will also pay up to the Unauthorized business card use limit stated above for the reasonable legal expenses **you** incur for that defense.

All loss caused by one or more persons, or involving a single act or series of related acts, will be considered one occurrence, regardless of the number of individual unauthorized transactions.

Any payments **we** make under this subsection UA-A will be a part of, and not in addition to, the applicable limit of liability.

**Utility Services - Time Element Coverage/Direct Damage**

I. If checked below, the following is added to Section III. Coverage extensions:

Utility services interruption direct damage    UT-1. damage to or loss of **covered property** caused by the interruption of any utility service to the premises identified in the Schedule above resulting from damage or loss to any of the following caused by a **covered cause of loss** first commencing during the **policy period**:

- a. **water supply property**,
- b. **wastewater removal property**,
- c. **communication supply property**, or
- d. **power supply property**; or

Utility services interruption time element    UT-2. **income loss** and **extra expense** caused by the interruption of any utility service to the premises identified in the Schedule above for a period longer than the waiting period stated in the Schedule above resulting from damage or loss to:

1. any of the following specified property in the Schedule above:

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 29 of 32

- a. **water supply property,**  
b. **wastewater removal property,**  
c. **communication supply property, or**  
d. **power supply property;** or
  - 2. any property, if there is no coverage specifically indicated in the Schedule above for the property listed in 1.a. through 1.d.,  
caused by a **covered cause of loss** first commencing during the **policy period**.  
This subsection UT-2. does not apply to **income loss** or **extra expense** caused by the interruption of service resulting from:
    - i. damage or loss to **electronic data**, including destruction or corruption of **electronic data**; or
    - ii. a discharge of water or sewage due to heavy rainfall or flooding.
- II. Solely with respect to the coverage provided by this Endorsement, the following definitions are added to the end of Section VII. Definitions:
- |                                      |  |
|--------------------------------------|--|
| <b>Communication supply property</b> | means property supplying communication services, including telephone, radio, microwave, or television services, including:                         |
|                                      | 1. underground communication transmission lines, including optic fiber transmission lines;<br>2. coaxial cables; and<br>3. microwave radio relays. |
|                                      | <b>Communication supply property</b> does not include any satellite.   |
| <b>Power supply property</b>         | means the following types of property supply electricity, steam, or gas:   |
|                                      | 1. utility generating plants;<br>2. switching stations;<br>3. substations;<br>4. transformers; and<br>5. underground transmission lines.           |
| <b>Wastewater removal property</b>   | means a utility system for removing wastewater and sewage, including:  |
|                                      | 1. sewer mains; and<br>2. pumping stations.  |
| <b>Water supply property</b>         | means pumping stations and water mains that supply water.  |
- III. Solely with respect to the coverage provided by this Endorsement, in Section VII. Exclusions – What we will not pay, the following is added to the end of the “Utility services” exclusion:  
This exclusion also will not apply to any loss covered under Coverage extension UT-1. Utility services interruption direct damage or Coverage enhancement UT-2. Utility services interruption time element.

**Worldwide Property Coverage with Portable Electronic Device Sublimit**

- I. The following is added to the end of Section II. Additional coverages:

- |   |       |  |
|---|-------|--|
| Worldwide property coverage with portable electronic devices sublimit | WP-A. | 1. direct physical loss of or damage to <b>business personal property</b> resulting from a <b>covered cause of loss</b> that first |
|---|-------|--|
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Endorsement 1

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Business Services Coverage Upgrade Endorsement - Standard

Page 30 of 32

commences during the **policy period**, while such **business personal property** is temporarily outside of the **coverage territory**, provided that the property is:

- a. temporarily at a location that **you** do not own, lease, or operate;
  - b. temporarily on display or exhibit at a fair, trade show, or exhibition;
  - c. samples of **your** stock in trade that is in the custody of **your** sales representatives; or
  - d. **in transit** between a location identified in the Schedule of Described Premises in the Declarations and a location described in parts 1 through 3, above.
2. direct physical loss of or damage to **portable electronic devices** caused by resulting from a **covered cause of loss** anywhere in the world, including while such property is **in transit**, that first commences during the **policy period**, provided that the property is:
- a. owned by **you**; or
  - b. property of others that is in **your** care, custody, or control, except as otherwise provided in Section V. How loss is paid, H.2. Property of others.
3. The most **we** will pay for loss under this subsection WP-A. is the Worldwide Property Coverage Limit identified in the Schedule above, which will be a part of, and not in addition to, any applicable limit of liability.

The most **we** will pay for loss under subsection WP-A., part 2 for any one occurrence, regardless of the number of lost or damaged **portable electronic devices**, is the Portable Electronic Devices Sublimit identified in the Schedule above, which will be a part of, and not in addition to, the Worldwide Property Coverage Limit identified in the Schedule above.

- II. In Section VII. Exclusions – What we will not pay, part B, the following is added to the end of the “Consequential losses” exclusion:

However, this exclusion does not apply to loss or damage otherwise covered under Additional coverage WP-A. Worldwide property coverage, part 2.

- III. The following exclusion is added to the end of Section VII. Exclusions – What we will not pay:

WP-A. **We** will not pay for loss or damage to **portable electronic devices** caused by, resulting from, or arising out of theft or unexplained loss when the **portable electronic device** is contained in checked baggage with a carrier for transit.

- IV. Solely with respect to the coverage provided by this Endorsement, the following is added to the end of Section II. Additional coverages, A. Business income and D. Extra expense:

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HISCOX 000059

**Hiscox Insurance Company Inc.****Endorsement 1**

NAMED INSURED: Site Jab

**Business Services Coverage Upgrade Endorsement - Standard**

Page 31 of 32

Solely with respect to the coverage provided by this Additional coverage, **covered property** includes **portable electronic devices** located anywhere in the world.

- V. Solely with respect to the coverage provided by this Endorsement, in Section VIII. Definitions, part 2 of the definition of "**Income loss**" is deleted in its entirety.
- VI. Solely with respect to the coverage provided by this Endorsement, the following definitions are added to the end of Section VIII. Definitions:

**In transit** means in the course of shipment to or from a location identified in the Schedule of Described Premises in the Declarations, including while such shipment is temporarily stopped or delayed incidental to the delivery.

**Portable electronic devices** means **business personal property** that is a lightweight, hand-held, or wearable electronic device capable of storing, retrieving, and processing data, including laptops, tablets, e-readers, smartphones, or similar devices.

**The General Liability Coverage Part is amended as follows:**

**Electronic Data Loss Sublimit**

- I. The following is added to the end of Section IV. Limits of liability:

ED-A. Electronic data loss limit The Electronic Data Loss Limit identified in the Schedule above is the most **we** will pay for **damages** because of **electronic data loss** arising out of any one **occurrence**.

- II. In Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part, the "Electronic data" exclusion is deleted in its entirety and replaced with the following:

Electronic data 2. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**, which does not result from physical injury to tangible property.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expense, or any other loss, cost, or expense incurred by **you** or others acting on **your** behalf arising out of that which is described in the paragraph above.

However, this exclusion does not apply to **bodily injury**.

- III. The following definition is added to the end of Section VII. Definitions:

**Electronic data loss** means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, which results from **property damage**. All such **electronic data loss** will be deemed to occur at the time of the **occurrence** that caused it.

Hiscox Insurance Company Inc.



Endorsement 1

NAMED INSURED: Site Jab

Business Services Coverage Upgrade Endorsement - Standard

Page 32 of 32

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

By: Kevin Kerridge  
(Appointed Representative)

BOP E1000 CW (07/20)

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**HISCOX 000061**

**Hiscox Insurance Company Inc.****Endorsement 2**

NAMED INSURED: Site Jab

**Cap on Losses from Certified Acts of Terrorism**

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

## I. In the General Terms and Conditions, the following is added to Section V. Other provisions affecting coverage:

CT-A. Cap on Certified Terrorism Losses "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## II. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)

BOP E1007 CW (11/19)

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**HISCOX 000062**

**Hiscox Insurance Company Inc.****Endorsement 3**

NAMED INSURED: Site Jab

**Disclosure Pursuant To Terrorism Risk Insurance Act**

Page 1 of 2

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

**SCHEDULE – PART I****Terrorism Premium (Certified Acts): \$5.00****Additional information, if any, concerning the terrorism premium:****SCHEDULE – PART II****Federal share of terrorism losses is 80%.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This Endorsement is issued in accordance with the terms and conditions of the federal Terrorism Risk Insurance Act. This endorsement does not grant any coverage or change the terms and conditions of any coverage under the policy.

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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**HISCOX 000063**

Hiscox Insurance Company Inc.



**Endorsement 3**

NAMED INSURED: Site Jab

**Disclosure Pursuant To Terrorism Risk Insurance Act**

Page 2 of 2

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3



By: Kevin Kerridge  
(Appointed Representative)

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**HISCOX 000064**

**Hiscox Insurance Company Inc.****Endorsement 4**

NAMED INSURED: Site Jab

**Cancellation Endorsement (14 Day Full Refund)**

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

In Section V. Other provisions affecting coverage, part 4 of C. Cancellation is deleted in its entirety and replaced with the following:

4. If this policy is cancelled by the **named insured**:

- a. within 14 days of the inception of the **policy period**, and there has not been:

- (1) a **covered cause of loss**;
- (2) an offense arising out of **your** business that caused a **personal and advertising injury**;
- (3) an **occurrence** that caused **bodily injury or property damage**; or
- (4) an accident that caused **bodily injury**,

then **we** will return the premium amount actually paid to **us** (if any). The policy's effective date of cancellation will be the inception date of the **policy period**.

- b. after 14 days of the inception of the **policy period**, **we** will retain the customary short rate proportion of the premium.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)

**Hiscox Insurance Company Inc.****Endorsement 5**

NAMED INSURED: Site Jab

**Communicable Disease Exclusion**

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

## I. The Buildings and Business Personal Property Coverage Part is amended as follows:

The following exclusion is added to the end of Section VII. Exclusions – What we will not pay, paragraph A:

Communicable disease CO-1. the actual or alleged transmission of a communicable disease. This exclusion will apply even if the loss or damage actually or allegedly results from negligence or other wrongdoing in the:

- a. supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
- b. testing for a communicable disease;
- c. failure to prevent the spread of the disease; or
- d. failure to report the disease to authorities.

## II. The General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability Coverage Part:

Communicable disease CO-1. based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim against you** alleges negligence or other wrongdoing in the:

- a. supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
- b. testing for a communicable disease;
- c. failure to prevent the spread of the disease; or
- d. failure to report the disease to authorities.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)

BOP E1020 CW (07/20)

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**HISCOX 000066**

Hiscox Insurance Company Inc.



**Endorsement 6**

NAMED INSURED: Site Jab

**TEXAS Amendatory Endorsement**

Page 1 of 2

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

I. Section IV. Optional extension period is modified to the extent necessary to provide the following:

The **named insured** will have the right to a period of 30 days after the effective date of cancellation or nonrenewal (herein referred to as the "**automatic extension period**") at no additional premium in which to give **us** written notice of **claims** first made against the **insureds** during said **automatic extension period** for any **professional services** performed, or a **breach**, offense or **occurrence** that takes place, on or after the **retroactive date** but prior to the effective date of cancellation or non-renewal of this policy.

If purchased, the optional extension period will not coincide with the **automatic extension period**.

II. In Section V. Other provisions affecting coverage, C. Cancellation, part 2 is deleted in its entirety and replaced with the following:

2. This policy may be cancelled by **us** by mailing to the **named insured** by registered, certified, or other first class mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice stating the reason for cancellation which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than: (i) 60 days after the date of the notice of cancellation; or (ii) ten days after the date of the notice of cancellation if the cancellation is due to non-payment of premium.

**We** may not cancel this policy solely because the policyholder is an elected official.

If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by **us**, **we** may cancel this policy for only one or more of the following reasons:

- Fraud in obtaining coverage;
- Failure to pay premiums when due;
- An increase in hazard within the control of the **insured** which produces an increase in rate;
- Loss of **our** reinsurance covering all or part of the risk covered by this Coverage Part; or
- We** have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

III. In Section V. Other provisions affecting coverage, J. Other Insurance is modified to the extent necessary to provide the following:

If there is any other valid and collectible insurance which applies to any loss covered by this policy, **we** will not be liable for a greater proportion of such loss than the applicable policy aggregate limit of liability stated in the Declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

IV. The following is added to Section V. Other provisions affecting coverage:

NR-A Non-renewal

If **we** elect not to renew this policy, **we** will mail (or email where allowed by applicable law) or deliver to the **named insured** written notice of non-renewal stating the reason(s) for non-renewal not less than 60 days before the end of the **policy period**. **We** may not refuse to renew this policy solely because the policyholder is an elected official.

Hiscox Insurance Company Inc.



**Endorsement 6**

NAMED INSURED: Site Jab

**TEXAS Amendatory Endorsement**

Page 2 of 2

If notice is mailed (or emailed) or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61<sup>st</sup> day after the date on which the notice is mailed (or emailed) or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's rate.

**We** will mail (or email) or deliver the notice of non-renewal to the **named insured** at the last mailing address (or email address) known to **us**. If the notice of non-renewal is mailed (or emailed), proof of mailing (or emailing) will be sufficient proof of notice.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

By: Kevin Kerridge  
(Appointed Representative)



# Notices



Hiscox Insurance Company Inc.

## ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

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Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



## Hiscox Insurance Company Inc.

### Important Notice/ Aviso Importante

#### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

#### **Hiscox Insurance Company Inc.**

To get information or file a complaint with your insurance company:

**Call: Hiscox Inc. on behalf of the Hiscox Insurance Company Inc., at:**

**Claims assistance/complaints: 1-877-544-7269**

**General assistance/complaints: 1-855-528-1112**

Email: [InquiryUSA@hiscox.com](mailto:InquiryUSA@hiscox.com)

Mail: 520 Madison Ave., 32<sup>nd</sup> Floor, New York, NY 10022

You may contact the **Texas Department of Insurance** to get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

#### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro. Llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame : Hiscox Inc. de parte de la Hiscox Insurance Company Inc. al:

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**Hiscox Insurance Company Inc.**  
**Important Notice/ Aviso Importante**

Asistencia con las reclamaciones o quejas:  
1-877-544-7269

Asistencia general o quejas: 1-855-528-1112

Correo electronico: [InquiryUSA@hiscox.com](mailto:InquiryUSA@hiscox.com)

Direccion postal: 520 Madison Avenue, 32nd Floor, NY, NY 10022

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado::

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.com](mailto:ConsumerProtection@tdi.texas.com)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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## Policyholder Notice Electronic Delivery

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If you received your insurance policy by email, it is because you have chosen electronic delivery of your policy documents and important notices, including cancellation and nonrenewal notices where permitted by law. We also will send any renewal policy documents to you by email at the address you have provided.

If you are currently receiving paper documents and would like to have ease of retrieval and access and save on storage space, you will need to contact us and update your preferences. Most documents can be sent electronically within minutes. For electronic documents, you will need a computer or mobile device with Internet access and the ability to receive external emails. You also will need software such as Adobe Reader® that allows you to view and save PDF documents, and a printer to create paper copies.

At any time you may request a paper copy of your policy, or you may withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

You must notify us if your email or street address changes. To update your email or street address, or to request paper documents, please contact us at 888-202-3007.



Hiscox Insurance Company Inc.

## NOTICE

### General Liability Loss Control Information/Services

This notice is not part of the policy. It is provided for informational or educational purposes only. Read your policy carefully to determine your rights, duties and what is and is not covered. Only the provisions of your policy determine the scope of your insurance protection.

Hiscox is committed to providing loss control information and services to its insureds in accordance with Texas law. The information and services that we provide to our insureds is intended to assist you in avoiding accidents or losses and in reducing claims frequency and severity problems that you may face in the operation of your business. The loss control information and services that we provide should not be considered exhaustive or the exclusive way in which you should conduct your business. We urge you to regularly review your business operations and discuss any actual or perceived exposures and loss control measures with your accountants, attorneys, insurance brokers and other consultants.

#### **Loss Prevention**

You may be able to avoid accidents and claims against you and your business by keeping basic safety in mind at all times. Some helpful tips include:

##### **Office Risks**

- Keep walkways, aisles, doorways and stairs free of obstructions that might cause someone to trip and fall. Post warnings of any dangerous or hazardous conditions.
- Promptly clean up any spilled liquids and other slippery substances on floors. Close off or post warning signs when mopping or waxing tiled or hardwood floors.
- Carpeting should be properly affixed or tacked to the floor to prevent movement. Replace frayed and worn out carpeting.
- Electrical cords, telephone lines and computer wiring may present a tripping hazard. Locate any wiring for lighting and office equipment under desks and alongside walls.
- Maintain adequate security to prevent unauthorized access to your office.
- Perform criminal background checks on job applicants to reduce claims that you were negligent in your hiring practices.
- Train and supervise employees who may be engaged in any hazardous activities.
- Prohibit the use of alcohol and controlled substances by employees while at work or while working out of the office.
- Prepare an emergency plan for office evacuation and preservation of computer records in the event of fire, flood, or other natural or man-made disaster.

##### **Fire Risks**

- Maintain a clean work area by reducing clutter and congestion. Excess paper and combustible materials may pose a fire hazard.
- Turn off or unplug electrical coffee makers and space heaters when not in use. Keep papers and flammable materials away from hot surfaces.
- Candles and cigarettes present a fire hazard. Avoid using in the workplace and do not dispose of in waste baskets.
- Smoke detectors and fire extinguishers are important fire prevention devices. However, any hostile fire should be reported as soon as possible to your local fire department.

- Have a fire evacuation plan in place that takes into consideration not only your safety, but also anyone who may be visiting your office.

#### **Electrical Risks**

- Do not overload electrical circuits or outlets, which may present a risk of fire, shock or power failure. Familiarize yourself with the location of circuit breakers and fuse boxes before you need to access them.
- Electrical wiring and connections should be properly grounded and ventilated. Avoid clutter around wiring to prevent overheating.
- Frayed or loose wires, bare connectors and deteriorating insulation should be replaced by a licensed electrician.
- Use a surge protector for computers and printers.

#### **Furniture and Storage Risks**

- Replace old and damaged chairs, tables and furniture that may present a risk of collapse.
- When using a ladder or step stool, make sure it is placed on firm ground and used in accordance with the manufacturer's instructions. Never stand on the top step or overreach.
- Do not stack boxes or pile items on top of tall cabinets or furniture where they might topple over and injure a person.
- Never open more than one drawer in a file cabinet at a time. Opening multiple drawers at one time might cause the cabinet to topple. Close cabinet drawers after use, especially if the cabinet is near a walkway or door. An open drawer poses a risk of injury to persons walking by.
- If you work from home or children visit your office, make sure you "childproof" your work area. Put away scissors and sharp objects when not in use.

#### **Outdoor Risks**

- Clear outdoor walkways and parking areas of snow and ice as soon as possible. Sand and salt as necessary.
- Repair cracks and holes in sidewalks and other accessways to prevent tripping.
- Outdoor areas should have proper lighting to allow persons to see where they are walking and to deter criminal activity.

In addition to office safety, you may be able to prevent claims against your business by being considerate of others. Some helpful tips include:

#### **Personal Injury Risks**

- Adopt policies regulating use of office computers, internet, and email by employees.
- Adopt policies regarding statements to the public or press by employees and designate an authorized spokesperson for the business.
- Avoid disparaging remarks concerning former employees, customers, clients and third parties. False or misleading statements concerning a person's character may harm their reputation and give rise to a claim for libel, slander or defamation.
- Maintain the confidentiality of information provided to you by clients and others. Unauthorized disclosure of such information may result in a claim against you for violation of the person's right of privacy.
- Avoid disparaging comments concerning goods, products or services offered by other persons or organizations. Such comments, even if you believe they are true, may cause harm to the person's or organization's business and lead to a lawsuit.
- Never copy, reproduce or utilize trade names, service marks, business logos, slogans, written publications, video, sound or digital recordings, including any portions thereof, without permission. Such information is considered intellectual property and may be protected by federal or state copyright and trademark laws. When seeking permission of the original author, composer, creator, or

current owner of any intellectual property protected by a trademark or copyright, obtain permission in writing if possible.

Other safety tips and useful loss control information may be found on websites of the U.S. Small Business Administration (SBA), the Texas Department of Insurance (TDI), your local Better Business Bureau and/or Chamber of Commerce.

See the SBA web site for small business owners (item 17):

[http://www.sba.gov/tools/resourcecenter/publications/serv\\_pub\\_mplan.html](http://www.sba.gov/tools/resourcecenter/publications/serv_pub_mplan.html)

See the TDI web site for free safety and health publications:

<http://www.tdi.state.tx.us/wc/safety/videoresources/index.html>

### **Loss Mitigation**

Your insurance policy affords coverage for both loss payments to an injured party and claim expenses which include attorney's fees. Loss payments and claim expenses may be reduced or avoided entirely by your early reporting of a claim or a circumstance that might give rise to a claim against you. Your insurer can then take remedial action, if appropriate, or resolve a claim prior to expensive litigation.

Once you become aware of a claim or circumstance, there are steps that you can take to assist in the defense of the matter. These steps include:

- Promptly reporting the matter to your insurer;
- Gathering and safeguarding any relevant documents, including electronic versions and emails;
- Avoiding discussions with any adverse party or their attorney; and
- Cooperating with your insurer and defense counsel.

By working together with your insurer in the investigation and defense of any claim, you may mitigate loss payments or claim expenses under your policy, which could have a favorable impact upon renewal terms and premium.

For more information or to request additional complimentary loss control services, please call 1-877-544-7269 or write to us at [riskmanagement@hiscox.com](mailto:riskmanagement@hiscox.com) or Hiscox Insurance Company Inc., 520 Madison Avenue, 32<sup>nd</sup> Floor, New York, NY 10022.

### **Disclaimer**

Pursuant to Texas law, we and our agents and employees may not be held liable for an accident or loss based on an allegation that the accident or loss was caused or could have been prevented by a program, information, inspection, or other activity or service undertaken by us to prevent accidents or to control losses, as applicable, in connection with your operations. This immunity from liability does not affect our obligations as otherwise provided in your insurance policy. Loss control information that we provide to you is not discoverable or admissible as evidence in a civil proceeding or lawsuit.

Hiscox Insurance Company Inc.



**NOTICE TO TEXAS POLICYHOLDERS**

**DISCLOSURE REGARDING FLOOD COVERAGE**

Flood Insurance: You may also need to consider the purchase of flood insurance. Your insurance policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood.

Please contact your broker if you have any questions or want additional information on how you can purchase separate flood insurance coverage or visit [www.floodsmart.gov](http://www.floodsmart.gov).



# Policy Wording



## Buildings and Business Personal Property Coverage Part

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### I. Insuring agreements- What is covered

- A. Buildings      **We** will pay up to the Building Limit for direct physical damage to or direct physical loss of a **building** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**, provided it is reported to **us** in accordance with Section IV. Your obligations.
  - B. Business personal property      **We** will pay up to the Business Personal Property Limit for direct physical damage to or direct physical loss of **business personal property**, caused by or resulting from any **covered cause of loss** first commencing during the **policy period**, provided it is reported to **us** in accordance with Section IV. Your obligations.
- 

### II. Additional coverages

**We** will also pay up to the corresponding limit or number of days stated in the Declarations for the following loss **you** sustain or incur, provided it is reported to **us** in accordance with Section IV. Your obligations:

- Business income
    - A. 1. **Business income:**

**income loss** during the **period of restoration** because **you** are unable to continue **your business activities** for a period longer than the **waiting period** due to damage to or loss of **covered property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

**We** will only pay for:

      - a. **income loss** sustained during the **period of restoration** and up to the limit or number of days stated in the Declarations; and
      - b. ordinary payroll expenses for the first 90 days of the **period of restoration**, unless a greater number of days is specified in the Declarations.
    - 2. **Business income from dependent properties:**

**income loss** during the **period of restoration** because **you** are unable to continue **your business activities** for a period longer than the **waiting period** due to damage to or loss of property at a **dependent property** or **secondary dependent property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.

This subsection A.2. does not apply to any **income loss** **you** sustain solely due to damage to or loss of **electronic data** at a **dependent property** or **secondary dependent property**, including destruction or corruption of **electronic data**.
    - 3. **Civil authority:**
      - a. **income loss** directly caused by the prevention of access to **covered property** by order of a civil authority, for a period greater than the **waiting period** but not to exceed the number of days stated in the Declarations; and/or
      - b. **extra expense** caused by the prevention of access to **covered property** by order of a civil authority, for a period greater than the **waiting period** but not to exceed: (i) the number of days stated in the Declarations; or (ii) the **period of restoration**, whichever is later.

Coverage under this subsection A.3. will apply only if the following conditions are met:

    - i. **your** prevention of access to such **covered property** is prohibited because of damage to property within one mile of the **covered property**;
-



## Buildings and Business Personal Property Coverage Part

- ii. the civil authority has taken action in response to dangerous physical conditions resulting from the damage or continuation of the **covered cause of loss** that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property; and
- iii. the **covered cause of loss** that caused the damage first commenced during the **policy period**.

**4. Extended business income:**

**income loss** after the **period of restoration** has ended, resulting from efforts to restore **your** business activities to a level which would generate the same income amount that would have existed had no **covered cause of loss** occurred.

Coverage under this subsection A.4. will:

- a. apply only if **you** were unable to continue **your** business activities for a period longer than the **waiting period** due to damage to or loss of **covered property** caused by or resulting from any **covered cause of loss**, triggering coverage under A.1. Business income; and
- b. not include loss incurred as a result of unfavorable business conditions caused by the impact of the **covered cause of loss**.

**5. Interruption of computer operations:**

**income loss** and **extra expense** during the **period of restoration** because **you** are unable to continue **your** business activities due to damage to or loss of **electronic data** destroyed or corrupted by a computer virus, harmful code, or similar instruction that is:

- a. introduced into or enacted on a computer system (including **electronic data**) or a network to which it is connected; and
- b. designed to damage or destroy any part of the system or disrupt its normal operation.

However, coverage under this subsection A.5. applies only if such destruction or corruption first commenced during the **policy period**.

Coverage under this subsection A.5. does not apply to loss resulting from action taken to avoid or minimize a suspension of operations caused by destruction or corruption of **electronic data**.

Debris removal

- B. reasonable and necessary expenses to remove debris of **covered property** and other debris on or from a **building**, when such debris is caused by or results from a **covered cause of loss** first commencing during the **policy period**.

Coverage under this subsection B will not apply unless such expenses are reported to **us** in writing within 180 days of the date of damage or loss.

Coverage under this subsection B will not apply to expenses to:

1. remove debris of property of **yours** that is not insured under this Coverage Part, or property in **your** possession that is not **covered property**;
2. remove debris or property owned by or leased to the landlord of the building where **you** conduct **your** business activities, unless **you** have a contractual responsibility to insure such property and it is insured under this Coverage Part;
3. remove any property that is not **covered property**, including property addressed under Coverage extension E. Outdoor property;
4. remove property of others of a type that would not be **covered property** under this Coverage Part;
5. remove deposits of mud or earth from the grounds surrounding a **building**;



## Buildings and Business Personal Property Coverage Part

- 6. extract **pollutants** from land or water; or
- 7. remove, restore, or replace polluted land or water.

If the sum of the: (i) debris removal expenses covered under this subsection B; and (ii) the amount **we** pay for damage to or loss of **covered property**, exceeds the applicable Building Limit stated in the Declarations, then **we** will pay up to an additional amount equal to 25% of the applicable Building Limit, per occurrence, for debris removal expenses otherwise covered under this subsection B. This additional amount will be in addition to, and not a part of, the applicable Building Limit.

Notwithstanding the above, if no **covered property** sustains damage or loss, the most **we** will pay for removal of debris of other property from **covered property** will be \$5,000, and not the amount stated in the Declarations.

Electronic data	C. reasonable and necessary costs to recover <b>electronic data</b> that has been damaged, lost, destroyed, or corrupted by a <b>covered cause of loss</b> or by a computer virus, harmful code, or similar instruction that is: (i) introduced into or enacted on a computer system (including <b>electronic data</b> ) or a network to which it is connected; and (ii) designed to damage or destroy any part of the system or disrupt its normal operation, provided such damage, loss, destruction, or corruption first commenced during the <b>policy period</b> .
	This subsection C does not apply to <b>your stock</b> of prepackaged software, or to <b>electronic data</b> which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning, or security system.
Extra expense	D. <b>extra expense</b> during the <b>period of restoration</b> due to damage to or loss of <b>covered property</b> caused by or resulting from any <b>covered cause of loss</b> first commencing during the <b>policy period</b> .  We will only pay for <b>extra expense</b> you incur during the <b>period of restoration</b> after the date of damage or loss.
Fire department service charge	E. reasonable and necessary costs <b>you</b> incur as a result of fire department firefighting charges imposed after responding to a <b>covered cause of loss</b> in, on, or exposing the <b>covered property</b> , provided the <b>covered cause of loss</b> first commences during the <b>policy period</b> .  Coverage under this subsection E applies only to liability <b>you</b> assume for such costs in a contract or agreement prior to the loss, or to liability imposed on <b>you</b> by local ordinance.
Fire extinguisher systems recharge expense	F. 1. reasonable and necessary cost of recharging or replacing, whichever is less, <b>your</b> fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of a building or structure described in the Declarations; and  2. damage to or loss of <b>covered property</b> if such damage or loss is the result of an accidental discharge of chemical from a fire extinguisher or fire extinguishing system, provided such discharge first commences during the <b>policy period</b> .  Coverage under this subsection F will not apply if the fire extinguishing system is discharged during installation or testing.
Forgery or alteration	G. loss resulting directly from forgery or alteration of any negotiable instruments that are made or drawn by <b>you</b> (or by <b>your</b> agent), or purported to have been so made or drawn, provided the loss first commenced during the <b>policy period</b> .  A substitute check as defined in the Check Clearing for the 21st Century Act will be treated the same as the original it replaced.  If <b>you</b> are sued because of the refusal to pay any negotiable instrument on the basis it has been forged or altered, and if <b>you</b> have <b>our</b> prior written consent to defend against the suit,



## Buildings and Business Personal Property Coverage Part

**we** will also pay the reasonable legal expenses **you** incur for that defense.

Increased cost of construction

H. increased costs **you** incur to comply with the minimum standards of an ordinance or law that:

1. regulates the construction or repair of buildings or establishes zoning or land use requirements where a **building** is located; and
2. is in force at the time of loss,

in the course of repair, rebuilding, or replacement of damaged parts of **buildings**, provided such **buildings** are damaged by a **covered cause of loss** first commencing during the **policy period**.

**We** will not pay any costs due to an ordinance or law with which **you**:

- a. were required to comply before the loss, even when the **building** was undamaged; and
- b. failed to comply.

**We** will also not pay any costs associated with the enforcement of or compliance with any ordinance or law that requires:

- i. demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to the contamination by **pollutants** or due to the presence, growth, proliferation, spread, or any activity of **fungi**, wet rot, or dry rot; or
- ii. anyone to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way assess the effects of, **pollutants**, **fungi**, wet rot, or dry rot.

**We** will not make any payments under this subsection H: (i) until the property is actually repaired or replaced; and (ii) unless the repair or replacement is made as soon as reasonably possible after the damage or loss, such time not to exceed two years unless **we** agree in writing to a longer period.

If the **building** is repaired or replaced at the same location, or if **you** elect to rebuild at another location, the most **we** will pay under this subsection H is the increased cost of construction at the same location. If the ordinance or law requires relocation, the most **we** will pay under this subsection H is the increased cost of construction at the new location.

Limited coverage for fungi, wet rot, or dry rot

I. damage to or loss of **covered property** by **fungi**, wet rot, or dry rot resulting from a **specified cause of loss**, other than fire or lightning, that first commences during the **policy period**.

Coverage under this subsection I includes the costs: (i) to remove the **fungi**, wet rot, or dry rot; (ii) to tear out and replace any part of the building or other property as needed to gain access to the **fungi**, wet rot, or dry rot; and (iii) of testing performed after the removal, repair, replacement, or restoration of the damaged property is completed, provided there is a reason to believe that **fungi**, wet rot, or dry rot is present.

Coverage under this subsection I also includes:

1. if a corresponding limit is shown in the Declarations for Additional coverage A. 1. Business income, **income loss**:
  - a. because **you** are unable to continue **your** business activities due to damage or loss covered under this subsection I; or
  - b. otherwise covered under Additional coverage A.1. Business income, if **fungi**, wet rot, or dry rot prolongs the **period of restoration**; and
2. if a corresponding limit is shown in the Declarations for Additional coverage D. Extra expense, **extra expense**:
  - a. due to damage or loss covered under this subsection I; or
  - b. otherwise covered under Additional coverage D. Business income, if **fungi**, wet



## Buildings and Business Personal Property Coverage Part

rot, or dry rot prolongs the **period of restoration**.

However, the most **we** will pay for **income loss** and **extra expense** covered under this subsection I is the amount of such **income loss** and **extra expense** incurred during a period of not more than 30 days.

This subsection I does not apply to plants that are a part of a vegetated roof, lawns, trees, or shrubs.

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| <p>Money orders and counterfeit money</p> | <p>J. loss resulting directly from <b>your</b> good faith exchange of merchandise, <b>money</b>, or services for:</p> <ol style="list-style-type: none"> <li>1. money orders issued by any post office, express company, or financial institution, and that are not paid upon presentation; or</li> <li>2. counterfeit <b>money</b> received during the regular course of business, provided the loss first commenced during the <b>policy period</b>.</li> </ol>  |
| <p>Pollutant clean-up and removal</p>     | <p>K. the reasonable and necessary expenses to extract <b>pollutants</b> from land or water within 100 feet of a building or structure described in the Declarations, if the discharge, dispersal, seepage, migration, release, or escape of the <b>pollutants</b> is caused by or results from a <b>covered cause of loss</b> that first commences during the <b>policy period</b>.</p> <p>No coverage will apply under this subsection K unless <b>you</b> report any such expenses to <b>us</b> within 180 days of the date on which such <b>covered cause of loss</b> occurs.</p> <p>Coverage under this subsection K does not apply to the costs to test for, monitor, or assess the effects of <b>pollutants</b>, but <b>we</b> will pay for testing that is performed in the course of extracting the <b>pollutants</b> from the land or water.</p> |

No **deductible** will apply to amounts **we** pay under Additional coverage A. Business income, Additional coverage D. Extra expense, Additional coverage E. Fire department service charge, or Additional coverage F. Fire extinguisher systems recharge expense and such amounts will be in addition to, and not a part of any applicable limit of liability.

For all other coverages described in this Section II, **you** must sustain or incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments, and all such payments, other than payments under the additional limit described in Additional coverage B. Debris removal, will be a part of, and not in addition to any applicable limit of liability.

### **III. Coverage extensions**

If an amount appears on the Declarations next to the name of the coverage extension listed below, which indicates **you** have purchased the coverage, **we** will also pay up to the corresponding limit for the following loss **you** sustain or incur, provided it is reported to **us** in accordance with Section IV. Your obligations:

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| <p>Accounts receivable</p> | <p>A. damage to or loss of <b>your accounts receivable</b> records located in or within 100 feet of a building or structure described in the Declarations caused by or resulting from any <b>covered cause of loss</b> first commencing during the <b>policy period</b>.</p> <p>We will also pay the following amounts as a result of the damage to or loss of <b>your accounts receivable</b> records:</p> <ol style="list-style-type: none"> <li>1. all amounts due from <b>your</b> customers that <b>you</b> are unable to collect;</li> <li>2. reasonable and necessary expenses <b>you</b> incur to reestablish or reproduce <b>your</b> records;</li> <li>3. interest on any loan that is required to offset amounts <b>you</b> are unable to collect pending our payment of such amounts; and</li> <li>4. reasonable and necessary collection expenses above <b>your</b> normal collection expenses.</li> </ol> |
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In addition, if an amount appears on the Declarations next to the name of this coverage extension, which indicates **you** have purchased the coverage, **we** will also pay up to \$5,000



## Buildings and Business Personal Property Coverage Part

- for damage to or loss of **your accounts receivable** records not located in or within 100 feet of a building or structure described in the Declarations, provided such loss or damage would otherwise be covered under this Coverage extension A.
- Business personal property**      B. damage to or loss of **your business personal property** caused by or resulting from any **covered cause of loss** first commencing during the **policy period**, while such property is temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the buildings or structures described in the Declarations.
- Coverage under this subsection B will end 90 days after such property has been placed in the storage unit.
- Coverage under this subsection B does not apply:
1. if the storage unit itself has been in use at or within 100 feet of a building or structure described in the Declarations for more than 90 consecutive days, even if such property has been stored in the storage unit for 90 or fewer days as of the time of damage or loss;
  2. to damage or loss otherwise covered under this Coverage Part; or
  3. to damage or loss to the storage unit itself.
- Lock and key replacement**      C. reasonable and necessary expenses to replace **your locks and keys** located at or within 100 feet of a building or structure described in the Declarations that are damaged by any **covered cause of loss** first commencing during the **policy period** and occurring in the **coverage territory**.
- Newly acquired property**      D. 1. Buildings  
damage to or loss of a **building** that:
  - a. is being constructed within 100 feet of an existing building or structure described in the Declarations; or
  - b. **you** acquire at locations that are intended for use (i) similar to the building(s) or structure(s) described in the Declarations; or (ii) use as a warehouse,
 caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.
   
2. Business personal property  
damage to or loss of **business personal property** at a **building** that **you** newly acquire during the **policy period**, caused by or resulting from any **covered cause of loss** first commencing during the **policy period**.  
 This subsection D.2. does not apply to personal property that **you** temporarily acquire in the course of installing or performing work on such property or to **your** wholesale activities.  
 Coverage under this subsection D will end: (i) when this policy expires; (ii) 30 days after **you** acquire the property; or (iii) when **you** report the values to **us**, whichever occurs first. **We** will have the right to charge **you** any additional premium **we** deem necessary in order to provide coverage for the newly acquired property.
- Outdoor property**      E. damage to or loss of **your**:
  1. outdoor fences;
  2. radio and television antennas (including satellite dishes);
  3. signs (other than signs attached to buildings); or
  4. trees, shrubs, and plants (other than trees, shrubs, or plants which are part of a vegetated roof),
 located at or within 1,000 feet of any building or structure described in the Declarations, provided such damage or loss is caused by or results from fire, lightning, explosion, riot or



## Buildings and Business Personal Property Coverage Part

- civil commotion, or impact by aircraft that first commences during the **policy period**. Coverage under this subsection E includes expenses **you** incur to remove debris of or from such property.
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| Personal effects<br><br>Personal property off-premises<br><br>Temporary business resumption expenses<br><br>Valuable papers and records | <ul style="list-style-type: none"> <li>F. damage to or loss of personal effects that are:           <ul style="list-style-type: none"> <li>1. owned by <b>you, your officers, your partners or members, your managers, or your employees</b>; and</li> <li>2. located at or within 100 feet of a building or structure described in the Declarations, which is caused by or results from any <b>covered cause of loss</b> first commencing during the <b>policy period</b>. This subsection F does not apply to: (i) tools or equipment used in <b>your business</b>; or (ii) damage or loss by theft.</li> </ul> </li> <br/> <li>G. damage to or loss of <b>your covered property</b>, other than <b>money, securities, valuable papers and records, or accounts receivable</b>, caused by or resulting from any <b>covered cause of loss</b> first commencing during the <b>policy period</b> while such <b>covered property</b> is in the course of transit or at a premises <b>you</b> do not own, lease, or operate.</li> <br/> <li>H. additional costs to temporarily relocate <b>your business activities</b> from a <b>building</b> because it becomes unusable for such business activities due to damage or loss caused by a <b>covered cause of loss</b> first commencing during the <b>policy period</b>.<br/>           Coverage under this subsection H is limited to costs <b>you</b> incur to:           <ul style="list-style-type: none"> <li>1. rent equipment that has become unusable or would be more expensive to move than to rent;</li> <li>2. move equipment and supplies into <b>your temporary location</b>; and</li> <li>3. rent <b>your temporary location</b>, but only to the extent such costs exceed the costs to rent the premises where <b>you</b> normally conduct <b>your business activities</b>.</li> </ul> </li> <br/> <li>I. damage to or loss of <b>valuable papers and records</b> that:           <ul style="list-style-type: none"> <li>1. <b>you</b> own, or that are in <b>your care, custody, or control</b>; and</li> <li>2. are at or within 100 feet of a building or structure described in the Declarations, caused by or resulting from any <b>covered cause of loss</b> first commencing during the <b>policy period</b>. Coverage under this subsection I includes the cost to research, replace, or restore the lost information on <b>valuable papers and records</b> for which duplicates do not exist.<br/>           This subsection I does not apply to: (i) property held as samples or for delivery after sale; or (ii) property in storage.<br/>           Damage to or loss of <b>valuable papers and records</b> will be valued at the cost of restoration or replacement of the damaged or lost information. To the extent the contents of the <b>valuable papers and records</b> are not restored, the <b>valuable papers and records</b> will be valued at the cost of replacement with blank materials of substantially identical type.<br/>           In addition, if an amount appears on the Declarations next to the name of this coverage extension, which indicates <b>you</b> have purchased the coverage, <b>we</b> will pay up to \$5,000 for damage to or loss of <b>your valuable papers and records</b> not located in or within 100 feet of a building or structure described in the Declarations, provided such loss or damage would otherwise be covered under this Coverage extension I.         </li> </ul> </li> </ul> |
|---|--|
- You** must sustain or incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments under this Section III, but all such payments will be in addition to, and not a part of, the applicable limit of liability.



## Buildings and Business Personal Property Coverage Part

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### **IV. Your obligations**

- Notifying us of losses      A. **You** must give written notice to **us** of any damage to or loss of **covered property** as soon as reasonably possible, including a description of the property involved.  
All such notifications must be made in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.
- Deductible      B. **We** will not be obligated to make any payments under this Coverage Part unless the covered loss **you** sustain in any one occurrence is greater than the **deductible**, in which case **we** will only be responsible for the amount of loss in excess of such **deductible**.  
No **deductible** applies to loss under Additional coverage A. Business income, Additional coverage D. Extra expense, Additional coverage E. Fire department service charge, or Additional coverage F. Fire extinguisher systems recharge expense.
- Duties in the event of damage or loss      C. **You** must see that the following are done in the event of damage to or loss of **covered property**:
1. Notify the police if a law may have been broken.
  2. As soon as possible, give **us** a description of how, when, and where the damage or loss occurred.
  3. Take all reasonable steps to protect the **covered property** from further damage, and keep a record of **your** expenses necessary to protect the **covered property**. Also, if feasible, set the damaged property aside and in the best possible order for examination. Any expenses **you** incur to protect such property will not increase the limits of liability, and **we** will not pay for any subsequent damage or loss resulting from a cause of loss that is not a **covered cause of loss**.
  4. At **our** request, give **us** complete inventories of the damaged and undamaged property, including quantities, costs, values, and amount of the loss claimed.
  5. As often as may be reasonably required, and up to three years after the end of the **policy period**, permit **us** to: inspect the property involved in the damage or loss and examine **your** books and records; take samples of the damaged and undamaged property for inspection, testing, and analysis; and make copies from **your** books and records.
  6. Send **us** a signed, sworn proof of loss containing the information **we** request to investigate the claim. **You** must do this within 60 days after **our** request. **We** will supply **you** with the necessary forms.
  7. Resume all or part of **your** business activities as quickly as possible.
- Examination under oath      D. **We** may examine **you** or any of **your** employees and representatives under oath, while not in the presence of any other employees or representatives and at such times as may be reasonably required, about any matter relating to this Coverage Part or the claim, including **your** books and records. In the event of such an examination, all answers must be signed.

### **V. How loss is paid**

- How much we will pay      A. **We** will pay up to the applicable Building Limit stated in the Declarations for damage or loss covered under Insuring agreement A. Buildings, caused by any one occurrence.  
**We** will pay up to the Business Personal Property Limit stated in the Declarations for damage or loss covered under Insuring agreement B. Business personal property, caused by any one occurrence.



## Buildings and Business Personal Property Coverage Part

Payment of loss and valuation

- B. In the event of damage or loss covered by this Coverage Part, **we** will do one of the following at **our** option. **We** will give **you** notice of **our** intentions within 30 days after **we** receive the sworn proof of loss.

### 1. Payment of value:

**We** will pay for the value of the damaged or lost **covered property** in excess of the **deductible**. For the following items, value will be determined according to the actual cash value:

- a. buildings and structures, if the Actual Cash Value – Building option is shown in the Declarations;
- b. used or secondhand merchandise held in storage for sale;
- c. property of others. However, if any item of personal property of others is subject to a written contract governing **your** liability for damage or loss to that item, then valuation of that item will be based on the amount for which **you** are liable under such contract, not to exceed the replacement cost of the property or the applicable limit of liability, whichever is lower;
- d. household contents, except personal property in apartments or rooms furnished by **you** as a landlord;
- e. manuscripts; and
- f. works of art, antiques, or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain, and bric-a-brac.

For all other items, value will be the replacement cost without deduction for depreciation. However, **we** will not pay on a replacement cost basis for any damage or loss: (i) until the damaged or lost property is actually repaired or replaced; and (ii) unless the repair and replacement is made as soon as reasonably possible after the damage or loss, except that **we** will pay on a replacement cost basis for any damage or loss to **buildings** if the cost to repair or replace such property is less than \$2,500.

**You** may make a claim for damage or loss covered by this Coverage Part on an actual cash value basis instead of on a replacement cost basis. In the event **you** elect to have damage or loss settled on an actual cash value basis, **you** may still make a claim on a replacement cost basis if **you** notify us of **your** intention to do so within 180 days after the damage or loss.

### 2. Pay to repair or replace:

**We** will pay for the cost of repairing or replacing the damaged or lost **covered property** in excess of the **deductible**. To the extent that **electronic data** is not restored, the loss will be valued at the cost of replacement of the media on which the **electronic data** was stored, with blank media of substantially identical type.

However, if at the time of loss:

- a. the limit applicable to the damaged or lost property is 80% or more of the full replacement cost of the property immediately before the loss, **we** will pay the cost to repair or replace such property, but **we** will not be obligated to pay more than:
  - i. the applicable limit of liability;
  - ii. the cost to replace, at the same location, the damaged or lost property with other property: (i) of comparable material and quality; and (ii) used for the same purpose; or
  - iii. the amount that **you** actually spend that is necessary to repair or replace the damaged or lost property,
 whichever is least.
- b. the limit applicable to the damaged or lost property is less than 80% of the full replacement cost of the property immediately before the loss, **we** will pay the greater of the following amounts:



## Buildings and Business Personal Property Coverage Part

- i. the actual cash value of the damaged or lost property; or
- ii. a proportion of the cost to repair or replace the damaged or lost property, after application of the **deductible** and without deduction for depreciation. This proportion will equal the ratio of the applicable limit to 80% of the full replacement cost of the property.

In all events, **we** will not be obligated to pay more than the applicable limit of liability.

**3. Salvage:**

**We** will take all or part of the damaged or lost property at an agreed or appraised value.

**4. Repair, rebuild, or replace:**

**We** will repair, rebuild, or replace the damaged or lost **covered property** with other property of like kind and quality.

The cost to repair, rebuild, or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use, or repair of property, except to the extent covered under Additional coverage H. Increased cost of construction.

**C. For the following items, **we** will take the following into consideration when adjusting the loss:**

**1. Accounts receivable:**

When there is proof of damage to or loss of **your accounts receivable** records and **you** cannot accurately establish the total amount of **accounts receivable** outstanding as of the date of such damage or loss, **we** will calculate the amount of the loss by taking into consideration the following:

- a. the total of the average monthly amounts of **accounts receivable** for the 12 months immediately preceding the month in which the damage or loss occurs; and
- b. the normal fluctuations in the amount of **accounts receivable** for the month in which the damage or loss occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of **accounts receivable**, however that amount is established:

- i. the amount of the accounts for which there is no damage or loss;
- ii. the amount of the accounts that **you** are able to reestablish or collect;
- iii. an amount to allow for probable bad debts that **you** are normally unable to collect; and
- iv. all unearned interest and service charges.

If it is possible to reconstruct **accounts receivable** records so that no shortage is sustained, **we** will only pay the reasonable and necessary costs incurred to re-establish or reconstruct such records, and not for any costs covered by any other insurance.

**2. Business income:**

In calculating **income loss**, **we** will take into consideration:

- a. **your** actual earnings during the 12 months immediately preceding the date of the damage or loss; and
- b. the trend of **your** business and variations before and after the loss so that allowances are made for any material variations or changed circumstances, whether relating to market conditions or otherwise.

When fully adjusted, the **income loss** payable will represent as nearly as possible the earnings **you** would have realized during the **period of restoration** had such damage or loss not occurred.



## Buildings and Business Personal Property Coverage Part

If **you** could have reduced the total **income loss** or **extra expense** resulting from the interruption of business by:

- i. a complete or partial resumption of the business operations;
- ii. making use of merchandise, **stock**, or other property at the affected location or elsewhere, or another source or outlet for **your** materials or products; and/or
- iii. using or increasing business operations elsewhere,

**we** will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

3. Glass:

In the event of a loss covered under this Coverage Part, **we** will also pay for:

- a. reasonable and necessary expenses to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed;
- b. expenses to remove or replace obstructions when repairing or replacing glass that is part of a building, but **we** will not pay to remove or replace any window displays; and
- c. the cost to replace covered glass with safety glazing material, if required by law.

4. Tenants' improvements and betterments:

In the event of damage to or loss of tenants' improvements and betterments, **we** will pay:

- a. replacement cost if **you** make repairs promptly;
- b. a proportion of **your** original cost if **you** do not make repairs promptly. **We** will determine the proportionate value as follows:
  - i. multiply the original cost by the number of days from the damage or loss to the expiration of the lease; and
  - ii. divide the amount determined in i. above by the number of days from the installation of improvements to the expiration of the lease.

If **your** lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this provision; or

- c. nothing if others pay for repairs or replacement.

5. Water damage or other liquid, powder, or molten material damage:

If damage or loss caused by or resulting from covered water or other liquid, powder, or molten material occurs, **we** will also pay the cost to tear out and replace any part of the **building** to repair damage to the system or appliance from which the water or other substance escapes.

**We** will not pay the cost to repair any defect in such system or appliance that caused the damage or loss, but **we** will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. results in discharge of any substance from an automatic fire protection system; or
- b. is directly caused by freezing.

Resumption of operations      D. If **you** could have reduced the amount of **your income loss** or **extra expense** resulting from the suspension of **your** business activities by:

- 1. using damaged or undamaged property (including merchandise or **stock**); or
- 2. a complete or partial resumption of **your** business activities,

**we** will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.



## Buildings and Business Personal Property Coverage Part

Building limit automatic increase	<p>E. The Building Limit applicable to any damage to or loss of <b>covered property</b> will be increased by the amount:</p> <ol style="list-style-type: none"> <li>1. stated as the Building Limit in the Declarations;</li> <li>2. multiplied by the Building limit – automatic increase percentage stated in the Declarations;</li> <li>3. multiplied by the number of days between the inception of the <b>policy period</b> or the most recent change to the Building Limit, whichever is later, and the date the <b>covered cause of loss</b> first commenced; and</li> <li>4. divided by 365.</li> </ol>
Seasonal increase	<p>F. To provide for seasonal variances in <b>your</b> business activities, <b>we</b> will automatically increase the Business Personal Property Limit when adjusting any losses to <b>business personal property you</b> sustain by:</p> <ol style="list-style-type: none"> <li>1. the Seasonal Increase percentage shown in the Declarations; or</li> <li>2. 25%, if no Seasonal Increase percentage is shown in the Declarations, so long as the Business Personal Property Limit <b>you</b> purchased is at least 100% of <b>your</b> average monthly values during the:             <ol style="list-style-type: none"> <li>a. 12 months immediately preceding the date the damage or loss occurs; or</li> <li>b. period of time <b>you</b> have been in business as of the date the damage or loss occurs, whichever is less.</li> </ol> </li> </ol>
Preservation of property	<p>G. If you must move <b>covered property</b> away from a <b>building</b> to preserve it from damage or loss by a <b>covered cause of loss</b>, <b>we</b> will also pay for damage to or loss of such <b>covered property</b> while it is being moved to or temporarily stored at another location, if such damage or loss occurs within 30 days after the property is first moved.</p>
When we will pay loss	<p>H. <b>We</b> will pay for covered damage or loss within 30 days after <b>we</b> receive the sworn proof of loss, provided <b>you</b> have complied with all of the terms of this policy, and either <b>we</b> have reached agreement with <b>you</b> on the amount of loss or an appraisal award has been made.</p>
Who we will pay	<p>I.</p> <ol style="list-style-type: none"> <li>1. <b>Your property:</b>  If <b>you</b> own the <b>covered property</b> that is damaged or lost, then <b>we</b> will adjust the loss with <b>you</b> and pay <b>you</b> or anyone <b>you</b> designate. However, <b>we</b> will not pay <b>you</b> more than <b>your</b> financial interest in the <b>covered property</b>.</li> <li>2. <b>Property of others:</b>  <b>Our</b> payment for damage to or loss of property of others will only be for the account of the owners of the property. <b>We</b> may adjust losses with the owners of damaged or lost property if other than <b>you</b>. If <b>we</b> pay the owners, such payments will satisfy <b>your</b> claims against <b>us</b> for the owners' property. <b>We</b> will not pay the owners more than their financial interest in the <b>covered property</b>. <b>We</b> may elect to defend <b>you</b> against suits arising from claims of owners of property, which <b>we</b> will do at <b>our</b> own expense.</li> <li>3. <b>Mortgageholders:</b>  <b>We</b> will make payments for covered damage or loss to each mortgageholder shown in the Declarations in their order of precedence, as their interests may appear.  A mortgageholder's right to loss payment will not be affected by that mortgageholder's initiation of foreclosure or other similar proceeding on the applicable <b>building</b>.  If <b>we</b> deny a claim because of <b>your</b> acts or because <b>you</b> have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment</li> </ol>



## Buildings and Business Personal Property Coverage Part

if the mortgageholder:

1. pays any premium due under this policy at **our** request, if **you** have failed to do so;
2. submits a signed, sworn proof of loss within 60 days after receiving notice from **us** of **your** failure to do so; and
3. has notified **us** of any change in ownership, occupancy, or substantial change in risk known to the mortgageholder.

If **we** pay the mortgageholder for any damage or loss and deny payment to **you** because of **your** acts or because **you** have failed to comply with the terms of this policy, the mortgageholder's:

- a. rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and
- b. right to recover the full amount of the mortgageholder's claim will not be impaired.

At **our** option, **we** may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, **your** mortgage and note will be transferred to **us** and **you** will pay **your** remaining mortgage debt to **us**.

If **we** cancel this policy, **we** will give written notice to the mortgageholder at least:

- i. ten days before the effective date of cancellation if **we** cancel due to **your** nonpayment of premium; and
- ii. 30 days before the effective date of cancellation if **we** cancel for any other reason.

If **we** elect not to renew this policy, **we** will give written notice to the mortgageholder at least ten days before the expiration of the **policy period**.

### **VI. Limitations – What is not covered property**

#### A. **We** will not pay for damage to or loss of:

1. steam boilers, steam pipes, steam engines, or steam turbines caused by or resulting from any condition or event inside such equipment. But **we** will pay for damage to or loss of such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;
2. hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion;
3. property that is missing, where the only evidence of the damage or loss is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
4. property that has been transferred to a person or to a place away from a **building** on the basis of unauthorized instructions;
5. the interior of any building or structure described in the Declarations, or to the personal property in such building or structure, caused by or resulting from rain, snow, sleet, ice, sand, or dust, whether driven by wind or not, unless: (i) the building or structure first sustains damage by a **covered cause of loss**; or (ii) the damage or loss is caused by or results from thawing of snow, sleet, or ice on the building or structure.



## Buildings and Business Personal Property Coverage Part

This limitation also applies to property covered under Coverage extension B. Business personal property temporarily in portable storage units; or

- 6. lawns, trees, shrubs, or plants which are part of a vegetated roof, caused by or resulting from: (i) dampness or dryness of atmosphere or of soil supporting the vegetation; (ii) changes in or extremes of temperature; (iii) disease; (iv) frost or hail; or (v) rain, snow, ice, or sleet.
- B. **We will not pay for damage to or loss of the following types of property unless caused by the specified causes of loss or building glass breakage:**
  1. animals, and then only if they are killed or their destruction is made necessary; or
  2. fragile articles such as glassware, statuary, marble, chinaware, and porcelain, if broken. This restriction does not apply to: (i) glass that is part of the exterior or interior of a **building**; (ii) containers of property held for sale and stored in their original packaging or containers; or (iii) photographic or scientific instruments or lenses.
- C. For damage or loss by theft, the following types of property are covered only up to the corresponding sublimits stated in the Declarations: (i) furs, fur garments, and garments trimmed with fur; (ii) jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals (except for jewelry and watches worth \$100 or less per item; and (iii) patterns, dies, molds, and forms.

### VII. Exclusions – What we will not pay

- A. **We will not pay for damage or loss caused directly or indirectly by or resulting from any of the following. Such damage or loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:**

- |                |   |
|----------------|---|
| Earth movement | <ol style="list-style-type: none"> <li>1. earthquake, including tremors and aftershocks and any earth sinking, rising, or shifting related to such event; landslide, including any earth sinking, rising, or shifting related to such event; mine subsidence, meaning subsidence of a human-made mine, whether or not mining activity has ceased; and earth sinking (other than sinkhole collapse), rising, or shifting including soil conditions which cause settling, cracking, or other disarrangement of foundations or other parts of real property. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface.</li> </ol> |
|----------------|---|

But if earth movement, as described in this paragraph, results in fire or explosion, **we will pay** for the damage or loss caused by such fire or explosion.

This exclusion applies regardless of whether the earth movement is caused by an act of nature or is otherwise caused.

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| Fungi, wet rot, or dry rot | <ol style="list-style-type: none"> <li>2. presence, growth, proliferation, spread, or any activity of <b>fungi</b>, wet rot, or dry rot. But if <b>fungi</b>, wet rot, or dry rot results in the <b>specified causes of loss</b>, <b>we will pay</b> for the damage or loss caused by the <b>specified causes of loss</b>.</li> </ol> |
|----------------------------|---|

However, this exclusion does not apply:

- a. when **fungi**, wet rot, or dry rot results from fire or lightning; or
- b. to loss otherwise covered under Additional coverage I. Limited coverage for fungi, wet rot, or dry rot.

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|---------------------|---|
| Governmental action | <ol style="list-style-type: none"> <li>3. seizure or destruction of property by order of governmental authority; however, <b>we will pay</b> for damage or loss caused by or resulting from acts of destruction ordered by a governmental authority and taken at the time of a fire to prevent its spread, if the fire would</li> </ol> |
|---------------------|---|



## Buildings and Business Personal Property Coverage Part

be covered under this Coverage Part.

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|-------------------|---|
| Ordinance or law  | 4. the enforcement of or compliance with any ordinance or law: (i) regulating the construction, use, or repair of any property; or (ii) requiring the tearing down of any property, including the cost of removing its debris.<br><br>This exclusion applies whether the loss results from:<br>a. an ordinance or law that is enforced even if the property has not been damaged; or<br>b. the increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling, or demolition of property or removal of its debris, following a physical loss to that property.<br><br>This exclusion does not apply to any costs otherwise covered under Additional coverage H. Increased cost of construction.  |
| Utility services  | 5. the failure of power, communication, water, or other utility service supplied to a building or structure described in the Declarations, however caused, if the failure: (i) originates away from such building or structure; or (ii) originates at such building or structure, but only if such failure involves equipment used to supply the utility service to the building or structure from a source away from the building or structure. Failure of any utility service includes lack of sufficient capacity and reduction in supply.<br><br>Damage or loss caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.<br><br>However, if the failure or surge of power, or the failure of communication, water, or other utility service, results in a <b>covered cause of loss</b> , we will pay for the damage or loss caused by that <b>covered cause of loss</b> .<br><br>Communication services include but are not limited to services relating to internet access or access to any electronic, cellular, or satellite network.<br><br>This exclusion does not apply to damage or loss to <b>computers</b> or <b>electronic data</b> . |
| Virus or bacteria | 6. any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease; however, this exclusion will not apply to damage or loss caused by or resulting from <b>fungi</b> , wet rot, or dry rot.   |
| Volcanic eruption | 7. volcanic eruption, explosion, or effusion; however, if volcanic eruption, explosion, or effusion results in fire, building glass breakage, or volcanic action, we will pay for the damage or loss caused by such fire, building glass breakage, or volcanic action.<br><br>For purposes of this exclusion, "volcanic action" means direct damage or loss resulting from the eruption of a volcano when the damage or loss is caused by: (i) airborne volcanic blast or airborne shock waves; (ii) ash, dust, or particulate matter; or (iii) lava flow. With respect to coverage for volcanic action as set forth in this paragraph, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause damage to or loss of <b>covered property</b> .   |
| Water             | 8. flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); mudslide or mudflow; water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment; water under the ground surface pressing on, or flowing or seeping through, foundations, walls, floors, or paved surfaces, basements, whether paved or not, or doors, windows, or other openings; or waterborne material carried or otherwise moved by any of the water referred to above or material carried or otherwise moved by mudslide or mudflow.<br><br>This exclusion applies regardless of whether any of the above is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails in whole or in part, for any reason, to contain the water.   |



## Buildings and Business Personal Property Coverage Part

However, if any of the above results in fire, explosion, or sprinkler leakage, **we** will pay for the damage or loss caused by such fire, explosion, or sprinkler leakage.

Exclusions 1, 2, 4, 5, 6, 7, and 8 will not apply to Coverage extension A. Accounts receivable or Coverage extension I. Valuable papers and records.

**B. We** will not pay for damage or loss caused by or resulting from any of the following:

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|--|---|
| Collapse   | 9. collapse, including any of the following conditions of property or any part of the property: (i) an abrupt falling down or caving in; (ii) loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or (iii) any cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion as such condition relates to the foregoing. But if collapse results in a <b>covered cause of loss</b> , <b>we</b> will pay for the damage or loss caused by such <b>covered cause of loss</b> .  |
|  | <p>This exclusion does not apply to collapse caused by one or more of the following:</p> <ul style="list-style-type: none"> <li>a. the <b>specified causes of loss</b>;</li> <li>b. breakage of building glass;</li> <li>c. weight of rain that collects on a roof; or</li> <li>d. weight of people or personal property.</li> </ul>  |
| Consequential losses                               | 10. delay, loss of use, or loss of market.  |
| Continuous or repeated seepage or leakage of water | 11. continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.  |
| Cyber incident                                     | 12. any: <ul style="list-style-type: none"> <li>a. unauthorized access to or use of any computer system, including <b>electronic data</b>;</li> <li>b. malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system, including <b>electronic data</b>, and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, or prevent or restrict access to or the use of any part of any computer system (including <b>electronic data</b>) or otherwise disrupt its normal functioning or operation;</li> <li>c. denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or</li> <li>d. threat, hoax, or demand relating to subparts a, b, or c above.</li> </ul> <p>But if any event described in subparts a, b, or c above results in a fire or explosion, <b>we</b> will pay for the loss of or damage to <b>covered property</b> caused by that fire or explosion, so long as the applicable state law governing this policy requires that such losses be covered in accordance with that state's standard fire policy provisions.</p> <p>However, this exclusion will not apply to:</p> <ul style="list-style-type: none"> <li>i. damage to or loss of <b>electronic data</b> otherwise covered under Additional coverage C. Electronic data;</li> <li>ii. income loss and <b>extra expense</b> otherwise covered under Additional coverage A.5. Interruption of computer operations.</li> </ul> |
| Dishonesty   | 13. a. dishonest or criminal acts (including theft) by <b>you</b> , anyone else with an interest in the property, or any of <b>your</b> or their partners, <b>members</b> , officers, <b>managers</b> , employees (including temporary or leased employees), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or<br>b. theft by any person to whom <b>you</b> entrust the property for any purpose, whether acting alone or in collusion with any other party.   |



## Buildings and Business Personal Property Coverage Part

This exclusion applies whether or not an act occurs during **your** normal hours of operation, but does not apply to acts of destruction by **your** employees (including temporary or leased employees) or authorized representatives.

Solely with respect to coverage provided for **your accounts receivable** records and **valuable papers and records**, this exclusion does not apply to acts committed by carriers for hire.

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|-------------------------------|--|
| Electrical apparatus          | <p>14. artificially generated electrical, magnetic, or electromagnetic energy that damages, disturbs, disrupts, or otherwise interferes with any: (i) electrical or electronic wire, device, appliance, system, or network; or (ii) device, appliance, system, or network utilizing cellular or satellite technology.</p> <p>For purposes of this exclusion, electrical, magnetic, or electromagnetic energy includes but is not limited to: (i) electrical current, including arcing; (ii) electrical charge produced or conducted by a magnetic or electromagnetic field; (iii) pulse of electromagnetic energy; or (iv) electromagnetic waves or microwaves.</p> <p>However, if fire results, <b>we</b> will pay for the damage or loss caused by such fire.</p> <p><b>We</b> will pay for damage to or loss of any <b>computers</b> due to artificially generated electrical, magnetic, or electromagnetic energy, but only if such damage or loss is caused by or results from:</p> <ul style="list-style-type: none"> <li>a. an occurrence that took place within 100 feet of a building or structure described in the Declarations; or</li> <li>b. interruption of electric power supply, power surge, blackout, or brownout if the cause of such occurrence took place within 100 feet of such a building or structure.</li> </ul> |
| Electrical disturbance        | <p>15. electrical or magnetic injury, disturbance, or erasure of <b>electronic data</b>, except <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>a. damage to or loss of <b>electronic data</b> otherwise covered under Additional coverage C. Electronic data; or</li> <li>b. direct damage or loss caused by lightning.</li> </ul>   |
| Errors or omissions           | <p>16. errors or omissions in: (i) programming, processing, or storing data, as described under <b>electronic data</b> or in any <b>computer</b> operations; or (ii) processing or copying <b>valuable papers and records</b>.</p> <p>However, <b>we</b> will pay for damage or loss caused by resulting fire or explosion if these causes of loss would otherwise be covered by this Coverage Part.</p>   |
| Exposed property              | <p>17. rain, snow, ice, or sleet to personal property in the open.</p>   |
| False pretense                | <p>18. voluntary parting with any property by <b>you</b> or anyone else to whom <b>you</b> have entrusted the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.</p>   |
| Frozen plumbing               | <p>19. water or other liquid, powder, or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment (except fire protective systems) caused by or resulting from freezing, unless: (i) <b>you</b> do <b>your</b> best to maintain heat in the <b>building</b>; or (ii) <b>you</b> drain the equipment and shut off the supply if heat is not maintained.</p>   |
| Installation, testing, repair | <p>20. errors or deficiency in the design, installation, testing, maintenance, modification, or repair of <b>your computer</b> system including <b>electronic data</b>. But <b>we</b> will pay for damage or loss caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Part.</p>  |
| Other types of loss           | <p>21.</p> <ul style="list-style-type: none"> <li>a. wear and tear, rust or other corrosion, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself;</li> <li>b. smog;</li> <li>c. settling, cracking, shrinking, or expansion;</li> </ul>   |



## Buildings and Business Personal Property Coverage Part

- d. nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
- e. mechanical breakdown, including rupture or bursting caused by centrifugal force; however, this exclusion will not apply to the breakdown of **computers**; or
- f. with respect to personal property only, dampness or dryness of atmosphere, changes in or extremes of temperature, or marring or scratching.

However, if any of the above results in any **specified causes of loss** or building glass breakage, **we** will pay for the damage or loss caused by such **specified causes of loss** or building glass breakage.

Pollution	22. the discharge, dispersal, seepage, migration, release, or escape of <b>pollutants</b> , unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by the <b>specified causes of loss</b> . However, if the discharge, dispersal, seepage, migration, release, or escape of <b>pollutants</b> results in the <b>specified causes of loss</b> , <b>we</b> will pay for the damage or loss caused by the <b>specified causes of loss</b> .
Smoke, vapor, gas	23. smoke, vapor, or gas from agricultural smudging or industrial operations.
Steam apparatus	24. explosion of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by <b>you</b> , or operated under <b>your</b> control. However, if an explosion of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, <b>we</b> will pay for damage or loss caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

Exclusions 9, 10, 11, 14, 15, 17, 19, 20, 21, 22, 23, and 24 will not apply to Coverage extension A. Accounts receivable or Coverage extension I. Valuable papers and records.

**C. We** will not pay for damage or loss caused by or resulting from any of the following, but if an excluded cause of loss that is listed below results in any **covered causes of loss**, **we** will pay for the damage or loss caused by such **covered cause of loss**:

Acts or decisions	25. acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
Damage or loss to products	26. solely with respect to any merchandise, goods, or other product, any error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production, or use of the product, including planning, testing, processing, packaging, installation, maintenance, or repair. This exclusion applies to any effect that compromises the form, substance, or quality of the product.
Negligent work	27. faulty, inadequate, or defective: (i) planning, zoning, development, surveying, or siting; (ii) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction; (iii) materials used in repair, construction, renovation, or remodeling; or (iv) maintenance, of all or part of any property.
Weather conditions	28. weather conditions; however, this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Section VII. Exclusions – What is not covered, A to produce the damage or loss.

Exclusion 26 will not apply to Coverage extension A. Accounts receivable or I. Valuable papers and records.

**D. Solely with respect to your accounts receivable records, we** will not pay for damage or loss:

Alteration or falsification of records	29. caused by or resulting from alteration, falsification, concealment, or destruction of records of <b>accounts receivable</b> done to conceal the wrongful giving, taking or withholding of <b>money</b> , <b>securities</b> , or other property. This exclusion applies only to the extent of the wrongful giving, taking, or withholding.
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## Buildings and Business Personal Property Coverage Part

- Bookkeeping errors                    30. caused by or resulting from bookkeeping, accounting, or billing errors or omissions.
- Loss requiring audit or computation                    31. that requires any audit of records or any inventory computation to prove its factual existence.
- E. We will not pay for any extra expense or increase of income loss caused by or resulting from:**
- Strikes/civil commotion                    32. the delay in rebuilding, repairing, or replacing the damaged **covered property** or resuming **your** business operations due to interference at the location of the rebuilding, repair, or replacement by strikers or other persons.
- Suspension of license or contract                    33. the suspension, lapse, or cancellation of any license, lease, or contract. However, if the suspension, lapse, or cancellation is directly caused by the suspension of **your** business operations, **we** will cover such loss that affects **your income loss** during the **period of restoration** and any extension of the **period of restoration** in accordance with the terms of Additional coverage A.4. Extended business interruption.

### VIII. Definitions

- Accounts receivable** means amounts due from **your** customers that **you** are unable to collect.
- Building** means any building or structure identified in the Schedule of Described Premises in the Declarations and located in the **coverage territory**.
- Building** also includes:
1. completed additions to such buildings or structures;
  2. fixtures, including outdoor fixtures, in or on such buildings or structures;
  3. permanently installed machinery and equipment in or on such buildings or structures;
  4. **your** personal property in apartments, rooms, or common areas furnished by **you** as landlord within such buildings or structures;
  5. personal property owned by **you** located in or within 100 feet of such buildings or structures that is used to maintain or service such buildings or structures, including:
    - a. fire extinguishing equipment;
    - b. outdoor furniture;
    - c. floor coverings; and
    - d. appliances used for refrigerating, ventilating, cooking, dishwashing, or laundering; and
  6. if not covered by other insurance, the following:
    - a. additions under construction, alterations, and repairs to such buildings or structures; and
    - b. materials, equipment, supplies, and temporary structures, on or within 100 feet of such a building or structure, used for making additions, alterations, or repairs to such buildings or structures.
- Building** does not include any **business personal property**.
- Business personal property** means the following types of business personal property located in a **building**, or in the open (or inside a vehicle) within 100 feet of a **building**:
1. property **you** own that is used in **your** business activities;
  2. property of others that is in **your** care, custody, or control, except as otherwise provided in Section V. How loss is paid, I.2. Property of others;
  3. tenants' improvements and betterments. Improvements and betterments are fixtures,



## Buildings and Business Personal Property Coverage Part

alterations, installations, or additions: (i) made a part of a **building you** occupy but do not own; and (ii) **you** acquired or made at **your** expense but cannot legally remove;

4. leased personal property which **you** have a written contractual responsibility to insure, unless otherwise provided for under paragraph 2 above; and
5. exterior building glass, if **you** are a tenant. The glass must be owned by **you** or in **your** care, custody, or control.

If any property described in parts 1-4 above is located at **your** residence, such property will qualify as **covered property** only if it is used in connection with **your** business activities.

<b>Computer</b>	means any: (i) programmable electronic equipment that is used to store, retrieve, and process data; and (ii) associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission. <b>Computer</b> does not include those used to operate production-type machinery or equipment.
<b>Coverage territory</b>	means the United States of America, its territories or possessions, or Canada.
<b>Covered cause of loss</b>	means damage or physical loss that is not otherwise excluded or limited under Section VI. Limitations or Section VIII. Exclusions – What is not covered of this Coverage Part.
<b>Covered property</b>	<p>means <b>buildings</b> and <b>business personal property</b>.</p> <p><b>Covered property</b> does not include:</p> <ol style="list-style-type: none"> <li>1. aircraft, automobiles, motortrucks, motorcycles, trailers, and any other vehicles subject to motor vehicle registration;</li> <li>2. <b>money or securities</b>;</li> <li>3. contraband or property in the course of illegal transportation or trade;</li> <li>4. land, whether resurfaced with stone, gravel, or another similar layer (including land on which the property is located), water, growing crops, or lawns (other than lawns which are part of a vegetated roof);</li> <li>5. outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts, or towers, signs (other than signs attached to buildings), trees, shrubs, or plants (other than trees, shrubs, or plants which are part of a vegetated roof);</li> <li>6. watercraft (including motors, equipment, and accessories) while afloat;</li> <li>7. accounts, bills, food stamps, other evidences of debt, <b>accounts receivable</b>, or <b>valuable papers and records</b>, except as otherwise provided in this Coverage Part;</li> <li>8. <b>computers</b> which are permanently installed or designed to be permanently installed in any aircraft, automobiles, motortrucks, motorcycles, trailers, watercraft, or other vehicle subject to motor vehicle registration. This paragraph does not apply to <b>computers</b> while held as <b>stock</b>;</li> <li>9. <b>electronic data</b>, except as provided in Additional coverage C. Electronic data. This paragraph 9 does not apply to <b>your stock</b> of prepackaged software or to <b>electronic data</b> which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning, or security system;</li> <li>10. animals, unless owned by others and boarded by <b>you</b>, or if owned by <b>you</b>, only as <b>stock</b> while inside of buildings;</li> <li>11. property that is covered under another policy in which it is more specifically described, except for the excess of the amount due (whether collectible) from that other insurance;</li> <li>12. property left or stored in the open except those that typically reside outside;</li> <li>13. commercial tools and small equipment. This does not apply to <b>your</b> commercial tools and small equipment permanently installed or exclusively used at any premises where <b>you</b> perform business activities; or</li> <li>14. employee tools and small equipment.</li> </ol>



## Buildings and Business Personal Property Coverage Part

<b>Deductible</b>	means the amount stated as such under the Buildings and Business Personal Property Coverage Part section of the Declarations.
<b>Dependent property</b>	means a property located within the <b>coverage territory</b> that is owned by others and on which <b>you</b> depend to:
	1. deliver materials or services to <b>you</b> or to others for <b>your</b> account. But services does not mean water supply services, wastewater removal services, communication supply services, or power supply services;
	2. accept <b>your</b> products or services;
	3. manufacture <b>your</b> products for delivery to <b>your</b> customers under contract for sale; or
	4. attract customers to <b>your</b> business.
<b>Electronic data</b>	means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, as used in this definition, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.
<b>Extra expense</b>	means the following reasonable and necessary expenses <b>you</b> incur during the <b>period of restoration</b> to:
	1. avoid or minimize the suspension of <b>your</b> business activities at a <b>building</b> , including any relocation expenses and costs <b>you</b> incur to equip and operate a temporary location; or
	2. minimize the suspension of business if <b>you</b> cannot continue <b>your</b> business activities at the <b>building</b> , including:
	a. repairing or replacing any <b>business personal property</b> ; or
	b. researching, replacing, or restoring the lost information on damaged <b>valuable papers and records</b> ,
	but only to the extent such efforts reduce the amount of loss that otherwise would have been payable under this Coverage Part,
	provided, <b>you</b> would not have incurred such expenses if no damage or loss resulting from a <b>covered cause of loss</b> had occurred.
	The most <b>we</b> will pay for <b>extra expense</b> is the reasonable and necessary costs and expenses <b>you</b> actually incur to minimize the interruption to <b>your</b> business activities, or <b>your</b> expected <b>income loss</b> , whichever is less.
<b>Fungi</b>	means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by <b>fungi</b> .
<b>Income loss</b>	means the sum of the following:
	1. net income (net profit or loss before taxes) <b>you</b> would have earned if no damage or loss had occurred, but does not include net income that likely would have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the <b>covered cause of loss</b> on customers or on other businesses; and
	2. continuing normal operating expenses <b>you</b> incur, including ordinary payroll for <b>your</b> employees, but not any of <b>your</b> : (i) officers; (ii) partners; (iii) <b>members</b> ; (iv) <b>managers</b> ; or (v) employees under contract.
<b>Manager</b>	means a person serving in a directorial capacity for a limited liability company.
<b>Member</b>	means an owner of a limited liability company represented by its membership interest, who also may serve as a <b>manager</b> .



## Buildings and Business Personal Property Coverage Part

<b>Money</b>	means: (i) currency, coins, and bank notes in current use and having a face value; and (ii) traveler's checks, register checks, and money orders held for sale to the public.
<b>Period of restoration</b>	<p>means the period of time that begins immediately after the:</p> <ol style="list-style-type: none"> <li>1. expiration of the <b>waiting period</b>; or</li> <li>2. time of damage or loss if no <b>waiting period</b> applies,</li> </ol> <p>and ends on the earlier of the date when:</p> <ol style="list-style-type: none"> <li>a. the property should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or</li> <li>b. <b>your</b> business activities are resumed to a level which would generate the same income amount that would have existed had no damage or loss occurred.</li> </ol> <p><b>Period of restoration</b> does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:</p> <ol style="list-style-type: none"> <li>i. regulates the construction, use, or repair, or requires the tearing down, of any property; or</li> <li>ii. requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, respond to, or assess the effects of <b>pollutants</b>.</li> </ol> <p>The end of the <b>policy period</b> will not cut short the <b>period of restoration</b>.</p>
<b>Pollutants</b>	mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
	<b>Pollutants</b> does not include any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease.
<b>Secondary dependent property</b>	<p>means an entity located within the <b>coverage territory</b> that is not owned or operated by <b>you</b> or a <b>dependent property</b> and:</p> <ol style="list-style-type: none"> <li>1. delivers materials or services to a <b>dependent property</b>, which in turn are used by the <b>dependent property</b> in providing materials or services to <b>you</b>; or</li> <li>2. accepts materials or services from a <b>dependent property</b>, which in turn accepts <b>your</b> materials or services.</li> </ol> <p><b>Secondary dependent property</b> does not include:</p> <ol style="list-style-type: none"> <li>a. a road, bridge, tunnel, waterway, airfield, pipeline, or any other similar area or structure; or</li> <li>b. any entity that provides the following services:</li> <ol style="list-style-type: none"> <li>i. water supply;</li> <li>ii. wastewater removal;</li> <li>iii. communication supply; or</li> <li>iv. power supply.</li> </ol> </ol>
<b>Securities</b>	means negotiable and nonnegotiable instruments or contracts representing either <b>money</b> or other property and includes: (i) tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and (ii) evidences of debt issued in connection with credit or charge cards, which cards are not issued by <b>you</b> . <b>Securities</b> does not include <b>money</b> .
<b>Specified causes of loss</b>	<p>means: (i) fire; (ii) lightning; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircrafts or vehicles; (vii) riot or civil commotion; (viii) vandalism (but not any cyber incident); (ix) leakage from fire extinguishing equipment; (x) sinkhole collapse; (xi) volcanic action; (xii) falling objects; (xiii) weight of snow, ice, or sleet; or (xiv) water damage.</p> <p>For purposes of this definition:</p> <ol style="list-style-type: none"> <li>1. "sinkhole collapse" means the sudden sinking or collapse of land into underground empty</li> </ol>



## Buildings and Business Personal Property Coverage Part

spaces created by the action of water on limestone or dolomite. This cause of loss does not include: (i) the cost of filling sinkholes; or (ii) sinking or collapse of land into human-made underground cavities.

2. "falling objects" does not include damage to or loss of: (i) personal property in the open; or (ii) the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
3. "water damage" means:
  - a. accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; or
  - b. accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located more than 100 feet from a building or structure described in the Declarations and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include damage or loss otherwise excluded under the terms of Exclusion 8. Water. Therefore, for example, there is no coverage if discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of Exclusion 8. Water, there is no coverage for damage or loss caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent accidental discharge or leakage of water falls within the criteria set forth in 3.a or 3.b of this definition, such water is not subject to the provisions of Exclusion 8. Water which preclude coverage for surface water or water under the ground surface.

4. "volcanic action" means direct damage or loss resulting from the eruption of a volcano when the damage or loss is caused by: (i) airborne volcanic blast or airborne shock waves; (ii) ash, dust, or particulate matter; or (iii) lava flow. Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause damage to or loss of **covered property**.

### **Stock**

means merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

### **Valuable papers and records**

means inscribed, printed, or written documents, manuscripts, and records, including abstracts, books, deeds, drawings, films, maps, or mortgages. **Valuable papers and records** does not include **money, securities, or electronic data**.

### **Waiting period**

means the number of hours stated as such in the Declarations commencing from the date and time on which the initial interruption to **your** business activities occurs.

### **You or your**

means the **named insured** identified in Item 1 of the Declarations.

## **IX. Other provisions affecting coverage**

### Abandonment

- A. There can be no abandonment of any property to **us**.

### Appraisal

- B. If **we** and **you** disagree on the amount of loss, including **income loss** or **extra expense**, either party may make a written demand for an appraisal of such loss. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that



## Buildings and Business Personal Property Coverage Part

such selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of loss. If the appraisers do not agree on the amount of the loss, they will submit their differences to the umpire. Agreement by the umpire and at least one of the appraisers regarding the amount of the loss will be binding on **you** and **us**. Each party will pay their respective chosen appraiser and will equally share the costs of the umpire.

- |                     |   |
|---------------------|---|
| Cancellation        | C. 1. This Coverage Part may be canceled by the <b>named insured</b> (or, if there is more than one <b>named insured</b> , the first one listed in the Declarations) by giving written notice, which must include the date the cancellation will be effective, to <b>us</b> at the address stated in the Declarations.<br>2. This Coverage Part may be canceled by <b>us</b> by mailing to the <b>named insured</b> by registered, certified, or other first-class mail (or by email where allowed by applicable law), at the <b>named insured's</b> address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than:<br>a. five days after the date of the notice of cancellation if any one of the following conditions exists at any building:<br>i. the building has been vacant or unoccupied 60 or more consecutive days. This does not apply to seasonal unoccupancy or buildings in the course of construction, renovation, or addition. Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision;<br>ii. after damage by a <b>covered cause of loss</b> , permanent repairs to the building have not started or been contracted for within 30 days of the initial payment of loss;<br>iii. fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling;<br>iv. the building has an outstanding order to vacate, outstanding demolition order, or been declared unsafe by a governmental authority; or<br>v. there has been a failure to<br>(a) furnish necessary heat, water, sewer service, or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or<br>(b) pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where <b>you</b> are in a bona fide dispute with the taxing authority regarding payment of such taxes.<br>b. ten days before the effective date of cancellation if <b>we</b> cancel for nonpayment of premium.<br>c. 30 days before the effective date of cancellation if <b>we</b> cancel for any other reason.<br>3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this Coverage Part will terminate at the date and hour specified in the notice.<br>4. If this Coverage Part is canceled, whether by <b>you</b> or <b>us</b> , <b>we</b> will return a pro rata proportion of the premium.<br>5. Payment or tender of any unearned premium by <b>us</b> will not be a condition precedent to the cancellation, but such payment will be made as soon as possible. |
| Control of property | D. Any act or neglect of any person other than <b>you</b> beyond <b>your</b> direction or control will not affect this insurance. However, <b>we</b> will not be obligated to make any payments under this Coverage Part for any damage to or loss of <b>covered property</b> resulting from <b>your</b> failure to use all reasonable means to save and preserve property from further damage at and after   |



## Buildings and Business Personal Property Coverage Part

- the time of loss.
- |                                       |  |
|---------------------------------------|--|
| Examination of your books and records | <p>E. <b>We</b> may examine and audit <b>your</b> books and records as they relate to this policy at any time during the <b>policy period</b> and up to three years afterward.</p>   |
| Inspections and surveys               | <p>F. <b>We</b> have the right, but not the duty, to: (i) make inspections and surveys at any time; (ii) give <b>you</b> reports on the conditions <b>we</b> find; and (iii) recommend changes for <b>you</b> to make. Any such actions <b>we</b> do undertake relate only to insurability and the premiums to be charged.</p> <p><b>We</b> do not:</p> <ol style="list-style-type: none"> <li>1. make safety inspections;</li> <li>2. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or</li> <li>3. warrant that conditions are safe and healthful or comply with any laws, regulations, codes, or standards.</li> </ol>   |
| Legal action against us               | <p>G. No one may bring a legal action against <b>us</b> under this Coverage Part unless: (i) there has been full compliance with all of the terms of this policy; and (ii) the action is brought within two years after the date on which the damage or loss occurred.</p>   |
| Multiple coverages                    | <p>H. If the same loss is covered under more than one Additional coverage or Coverage extension, <b>we</b> will not pay more than the actual amount of the damage or loss.</p>   |
| No benefit to bailee                  | <p>I. No person or organization, other than <b>you</b>, having custody of <b>covered property</b> will benefit from this insurance.</p>  |
| Recovered property                    | <p>J. If either <b>you</b> or <b>we</b> recover any property after loss settlement, that party must give the other prompt notice. At <b>your</b> option, <b>you</b> may retain the property. But then <b>you</b> must return to <b>us</b> the amount <b>we</b> paid to <b>you</b> for the property. <b>We</b> will pay recovery expenses and the expenses to repair the recovered property subject to the applicable limit of liability.</p>   |
| Vacancy                               | <p>K. If any building where damage or loss occurs has been vacant for more than 60 consecutive days before such damage or loss occurs, <b>we</b> will not pay for any damage or loss caused by any of the following even if they are <b>covered causes of loss</b>: (i) vandalism; (ii) sprinkler leakage, unless <b>you</b> have protected the system against freezing; (iii) building glass breakage; (iv) water damage; (v) theft; or (vi) attempted theft. With respect to <b>covered causes of loss</b> other than those listed in this paragraph, <b>we</b> will reduce the amount <b>we</b> would otherwise pay for the damage or loss by 15%.</p> <p>As used in this subsection K, the terms "building" and "vacant" will have the following meanings:</p> <ol style="list-style-type: none"> <li>1. when this policy is issued to a tenant, and with respect to that tenant's interest in <b>covered property</b>, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.</li> <li>2. when this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is: (i) rented to a lessee or sublessee and used by the lessee or its sublessee to conduct its customary operations; and/or (ii) used by the building owner to conduct customary operations.</li> </ol> <p>Buildings under construction or renovation are not considered vacant.</p> |



# Endorsements

**Hiscox Insurance Company Inc.****Endorsement 15**

NAMED INSURED: Site Jab

**TEXAS Amendatory Endorsement**

Page 1 of 3

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Buildings and Business Personal Property Coverage Part is amended as follows:

- I. In Section V. How loss is paid, B. Payment of loss and valuation, part 2.b.ii. is deleted and replaced with the following:
    - ii. a proportion of the cost to repair or replace the damaged or lost property, after application of the **deductible** and without deduction for depreciation. This proportion will equal the ratio of the applicable limit to 80% of the full replacement cost of the property immediately before the loss.
  - II. In Section V. How loss is paid, B. Payment of loss is amended to include the following:
- LD-A      **Section 862.053. Policy A Liquidated Demand**
- A fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the company for the full amount of such policy. The provisions of this Article shall not apply to personal property.
- III. In Section V. How loss is paid, B. Payment of loss and valuation is modified to the extent necessary to include the following:

## CH-A Claims handling

1. Within 15 days after **we** receive written notice of claim, **we** will:
  - a. Acknowledge receipt of the **claim**. If **we** do not acknowledge receipt of the **claim** in writing, **we** will keep a record of the date, method and content of the acknowledgment;
  - b. Begin any investigation of the **claim**; and
  - c. Request a signed, sworn proof of loss, specify the information the **insured** must provide and supply **you** with the necessary forms. **We** may request more information at a later date, if during the investigation of the **claim** such additional information is necessary.
2. **We** will notify the insured in writing as to whether:
  - a. The **claim** or part of the **claim** will be paid;
  - b. The **claim** or part of the **claim** has been denied, and inform the **insured** of the reasons for denial;
  - c. More information is necessary; or
  - d. **We** need additional time to reach a decision. If **we** need additional time, **we** will inform the **insured** of the reasons for such need.

**We** will provide notification, as described in 2.a. through 2.d. above within:

- i. 15 business days after **we** receive the signed, sworn proof of loss, and all information **we** requested; or
- ii. 30 days after **we** receive the signed, sworn proof of loss and all information **we** requested, if **we** have reason to believe the loss resulted from arson.

If **we** notified **you** that **we** need additional time to reach a decision, **we** must then either approve or deny the claim within 45 days of such notice.

3. **We** will pay for covered loss or damage within five business days after:
  - a. **We** have notified the **insured** that payment of the **claim** or part of the **claim** will be made; or
  - b. An award has been made.

However, if payment of the **claim** or part of the **claim** is conditioned on **your** compliance with any terms of this policy, **we** will make payment within five business days after the date **you** have complied with such terms.

**Hiscox Insurance Company Inc.****Endorsement 15**

NAMED INSURED: Site Jab

**TEXAS Amendatory Endorsement**

Page 2 of 3

## 4. Catastrophe claims

If a claim results from a weather-related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in CHA-A.1. through CHA-A.4. above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather-related event which:

- a. is declared a disaster under the Texas Disaster Act of 1975; or
- b. is determined to be a catastrophe by the Texas Department of Insurance.

## 5. The term business day, as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

IV. In Section V. How loss is paid, B. Payment of loss, I. Who we will pay, 3. Mortgageholders, part 2 is deleted and replaced with the following:

2. submits a signed, sworn proof of loss within 91 days after receiving notice from us of your failure to do so; and

V. In Section V. How loss is paid, B. Payment of loss, I. Who we will pay, 3. Mortgageholders, part 3.i. is deleted and replaced with the following:

i. 14 days before the effective date of cancellation if **we** cancel due to **your** nonpayment of premium; and

VI. In Section V. How loss is paid, B. Payment of loss, I. Who we will pay, 3. Mortgageholders is modified to the extent necessary to provide the following:

If **you** cancel the policy, **we** will give the mortgageholder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date **we** mail the notice.

VII. In Section VII. Exclusions – What we will not pay, 21. Other types of loss, part c is deleted and replaced with the following:

c. settling, cracking, shrinking, expansion or contraction;

VIII. In Section VII. Exclusions – What we will not pay, 21. Other types of loss is amended to include the following:

g. Release, discharge or dispersal of contaminants or pollutants.

IX. In Section IX. Other provisions affecting coverage, B. Appraisal is deleted in its entirety and replaced with the following:

If **we** and **you** disagree on the amount of loss, including **income loss** or **extra expense**, either party may make a written demand for an appraisal of such loss. If such demand is made, each party will select a competent and impartial appraiser and notify the other of the appraiser within 20 days of such demand. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire within 15 days, they may request that such selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of loss. If the appraisers do not agree on the amount of the loss, they will submit their differences to the umpire. Agreement by the umpire and at least one of the appraisers regarding the amount of the loss will be binding on **you** and **us**. Each party will pay their respective chosen appraiser and will equally share the costs of the appraisal and umpire.

If there is an appraisal, **you** will retain **your** right to bring a legal action against **us**, subject to the provisions of Section IX. Other provisions affecting coverage, G. Legal action against us of this policy.

X. In Section IX. Other provisions affecting coverage, C. Cancellation, part 2 is deleted in its entirety and replaced with the following:

**Hiscox Insurance Company Inc.****Endorsement 15**

NAMED INSURED: Site Jab

**TEXAS Amendatory Endorsement**

Page 3 of 3

2. This policy may be cancelled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice stating the reason for cancellation which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than: (i) 30 days before the effective date of cancellation if **we** cancel for any other reason; or (ii) ten days before the effective date of cancellation if **we** cancel for non-payment of premium.

**We** may not cancel this policy solely because the policyholder is an elected official.

If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by **us**, **we** may cancel this policy for only one or more of the following reasons:

- a. Fraud in obtaining coverage;
- b. Failure to pay premiums when due;
- c. An increase in hazard within the control of the **insured** which produces an increase in rate;
- d. Loss of **our** reinsurance covering all or part of the risk covered by this Coverage Part; or
- e. **We** have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

XI. In Section IX. Other provisions affecting coverage, G. Legal action against us is deleted in its entirety and replaced with the following:

1. Except as provided in paragraph 2. below, no one may bring a legal action against **us** under this Coverage Part unless brought within two years and one day from the date the cause of action first accrues. A cause of action first accrues on the date of the initial breach of **our** contractual duties alleged in the action.
2. With respect to loss or damage in the state of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, no one may bring a legal action against **us** under this insurance, unless:
  - a. there has been full compliance with all of the terms of this insurance; and
  - b. the action is brought within the earlier of the following:
    - i. two years and one day from the date **we** accept or reject the claim; or
    - ii. three years and one day from the date of the loss or damage that is the subject of the claim.

XII. In Section IX. Other provisions affecting coverage is amended to include the following:

RP-A      Loss to real property

The amount of insurance applicable to loss to real property by fire will be reduced by the amount of such loss. As repairs are made, the amount reduced will be reinstated to the extent of the value of the repairs. The reinstatement will not increase the specified limits of insurance.

No other loss insured against will reduce the specified limits of insurance.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

A handwritten signature in black ink, appearing to read "Kerridge".

By: Kevin Kerridge  
(Appointed Representative)

**Hiscox Insurance Company Inc.****Endorsement 16**

NAMED INSURED: Site Jab

**Unmanned Aircraft Exclusion (Property)**

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Buildings and Business Personal Property Coverage Part is amended as follows:

## I. The following is added to the end of Section VII. Exclusions – What we will not pay:

- UA-A. **We** will not pay for loss or damage to **unmanned aircraft**, or any **covered property** in, on, or attached to **unmanned aircraft**, if such loss or damage:
1. occurs while an **unmanned aircraft** is being used to convey merchandise or goods for delivery to others;
  2. occurs while such property is being rented, leased, or loaned to others; or
  3. is caused by or results from **unmanned aircraft** being used in or prepared for any professional or organized racing, demolition contest, or stunting activity.

## II. The following definition is added to the end of Section VIII. Definitions:

**Unmanned aircraft** means an aircraft that is not:

1. designed;
2. manufactured; or
3. modified after manufacture;

to be controlled directly by a person from within or on the aircraft, and which is owned by **you**, or owned by others but within **your** care, custody, or control. **Unmanned aircraft** includes equipment designed for, and used exclusively with, such aircraft, provided that such equipment is essential for its operation or for executing **your** business activities.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)



# Policy Wording



## BOP General Liability Coverage Part

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### I. Insuring agreements - What is covered

- A. Bodily injury and property damage **We** will pay up to the **coverage part limit** for **damages** **you** become legally obligated to pay because of **bodily injury or property damage** to which this Coverage Part applies, provided:
1. the **bodily injury or property damage** occurs during the **policy period**;
  2. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
  3. **you** have paid the applicable **deductible** if one is stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.
- B. Personal and advertising injury **We** will pay up to the Personal and Advertising Injury Limit stated in the Declarations for **damages** **you** become legally obligated to pay because of **personal and advertising injury** to which this Coverage Part applies, provided:
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
  2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
  3. **you** have paid the applicable **deductible** if one is stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any offense and settle any **claim** that may result.
- C. Medical payments Regardless of fault, **we** will pay up to the Medical Payments limit stated in the Declarations for **medical expenses** incurred by each person for **bodily injury** caused by an **accident** to which this Coverage Part applies, provided:
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you**, or in connection with **your** business operations;
  2. the **accident** occurs during the **policy period**;
  3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
  4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

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### II. Defense and supplementary payments

- A. Claims against you With respect to any **claim** against **you** that **we** investigate, defend, or settle, **we** will pay:
1. **claim expenses** **we** incur with counsel of **our** choice to defend **you**;
  2. up to \$2,500 for the cost of bail bonds required because of vehicle accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** coverage described in Section I. Insuring agreements - What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
  3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;



## BOP General Liability Coverage Part

- 4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$250 a day because of time off from work;
  - 5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
  - 6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
  - 7. interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit.
- B. Claims against your indemnitee
- If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:
1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
  2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
  3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
  4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
  5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
  6. **your** indemnitee agrees in writing to:
    - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
    - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
    - c. authorize **us** to conduct and control the defense of the indemnitee.

**Our** obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **deductible** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

### III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

#### A. Sole proprietorships

If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representative. As such, they will assume **your** legal rights and duties under this Coverage Part.

#### B. Partnerships or joint ventures

If **you** are a partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.



## BOP General Liability Coverage Part

- C. Limited liability companies  
If **you** are a duly organized limited liability company, **your** members are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations  
If **you** are an organization other than a partnership, joint venture, or limited liability company, **your** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts  
If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees  
**Your employees** are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers  
**Your volunteer workers** are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business.
- H. Real estate managers  
Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.

### IV. Limits of liability

- The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:
1. **insureds**;
  2. **claims** made or brought; or
  3. persons or organizations making or bringing **claims**.
- A. Products-completed operations limit  
The Products-Completed Operations Each Occurrence Limit identified in the Declarations is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of any one **occurrence**.  
If there is an Aggregate limit shown in the Declarations, the Products-Completed Operations Aggregate Limit is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of all **occurrences** combined. If such Aggregate limit is shown in the Declarations, all payments **we** make for **bodily injury** and **property damage** included in the **products-completed operations hazard** will be in addition to, and not a part of, the **coverage part limit**.
  - B. Personal and advertising injury limit  
The Personal and Advertising Injury Limit identified in the Declarations is the most **we** will pay for all **damages** because of **personal and advertising injury** arising out of any one **claim**.
  - C. Damage to premises rented to you limit  
The Damage to Premises Rented to You limit identified in the Declarations is the most **we** will pay for all **damages** because of **property damage** to any one premises while rented to **you** or in the case of fire while rented to **you** or temporarily occupied by **you** with permission of the owner.
  - D. Medical payments limit  
The Medical Payments limit identified in the Declarations is the most **we** will pay for the sum of **medical expenses** for **bodily injury** sustained by any one person covered under Section I. Insuring agreements - What is covered, C. Medical payments.

No **deductible** will apply to amounts **we** pay under Section I. Insuring agreements - What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV, except for the Products-Completed Operations Limit if there is an Aggregate limit shown in the Declarations, will be in excess of the **deductible** and will be a part of, and not in addition to, the **coverage part limit**.

### V. Other provisions affecting coverage



## BOP General Liability Coverage Part

A. Notifying us of claims, occurrences, or offenses

1. You must give written notice to us of any claim made or brought against you as soon as possible, including the specifics of the claim and the date received.

2. You must give written notice to us of any occurrence or offense which may result in a claim as soon as possible. To the greatest extent possible, the notice must include:
  - a. how, when, and where the occurrence or offense took place;
  - b. the names and addresses of any injured persons and witnesses; and
  - c. the nature and location of any injury or damage arising out of the occurrence or offense.

All such notifications must be in writing and include a copy of any claim, and must be submitted to us via the designated email address or mailing address identified in Item 6 of the Declarations.

B. Deductible

Our obligation to pay any damages under this Coverage Part is in excess of the deductible, which you must pay in connection with each covered occurrence or offense, if one is stated in the Declarations. The deductible does not apply to claim expenses or any other payments we make under Section II. Defense and supplementary payments.

C. Legal action against us

No person or organization has a right under this Coverage Part:

1. to join us as a party or otherwise bring us into a claim seeking damages from you; or
2. to sue us on this Coverage Part unless all of its terms and conditions have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or final judgment against you, but we will not be liable for damages that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or claimant's legal representative.

D. Other insurance

For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid insurance is available to you for a claim we would otherwise cover under this Coverage Part, our obligations are limited as follows:

1. Primary insurance - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with any other insurance by the method described in the Method of sharing provision below.
2. Excess insurance - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
  - a. that applies to property damage;
  - b. that is insurance available to you for liability arising out of premises or operations for which you have been added as an additional insured.

When this Coverage Part is excess, we have no duty to defend you against any claim if any other insurer has a duty to defend you against such claim. If no other insurer defends, we will undertake to do so, but we will be entitled to your rights against those other insurers.

When this Coverage Part is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.



## BOP General Liability Coverage Part

### E. Separation of insureds

Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies as if each **named insured** is the only **named insured**, and separately to each **insured** against whom a **claim** is made or brought.

## VI. Exclusions – What is not covered

### A. Bodily injury and property damage exclusions

Aircraft, autos, or watercraft

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

1. **bodily injury or property damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury or property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
  - (1) less than 51 feet long; and
  - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others; or
- e. **bodily injury or property damage** arising out of:
  - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**.

Damage to impaired property or property not physically injured

2. **property damage to impaired property** or property that has not been physically injured arising out of:

- a. a defect, deficiency, inadequacy, or dangerous condition in **your product or your work**; or
- b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms and conditions.

However, this exclusion will not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product or your work** after it has been put to its intended use.

Damage to property

3. **property damage** to:

- a. **property** **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;



## BOP General Liability Coverage Part

- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in the care, custody, or control of the **insured**;
- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

Damage to your product	4. <b>property damage to your product</b> arising out of it or any part of it.
Damage to your work	5. <b>property damage to your work</b> arising out of it or any part of it and included in the <b>products-completed operations hazard</b> ; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on <b>your</b> behalf by a subcontractor.
Expected or intended Injury	6. <b>bodily injury or property damage</b> expected or intended from the standpoint of any <b>insured</b> ; however, this exclusion will not apply to <b>bodily injury</b> resulting from the use of reasonable force to protect persons or property.
Injury to employee or volunteer worker	7. a. <b>bodily injury to your employee or volunteer worker</b> arising out of and in the course and scope of employment by <b>you</b> , while performing duties related to the conduct of <b>your business</b> , or arising out the performance of or failure to perform health care services; or b. <b>bodily injury</b> to the spouse, child, parent, brother, or sister of such <b>employee</b> or <b>volunteer worker</b> as a consequence of any <b>bodily injury</b> described in paragraph 7.a above.

This exclusion will apply:

- a. whether **you** may be liable as an employer or in any other capacity; and
- b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any injury described in paragraphs 7.a and 7.b above.

However, this exclusion will not apply to liability for **damages** **you** assume in an **insured contract**.

Liquor liability	8. <b>bodily injury or property damage</b> for which <b>you</b> may be held liable by reason of: a. causing or contributing to the intoxication of any person; b. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or c. any statute, ordinance, or regulation relating to the sale, gifting, distribution, or use of alcoholic beverages.
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This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**.



## BOP General Liability Coverage Part

or in the providing or failing to provide transportation with respect to any person that may be under the influence of alcohol, if the **occurrence** causing the **bodily injury or property damage** involved the conduct or activities described in parts a through c above.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on **your** premises for consumption on **your** premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

Mobile equipment

9. **bodily injury or property damage** arising out of:

- the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**; or
- the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

10. **bodily injury or property damage** which:

- you**;
- any **insured** listed in A through E of Section III. Who is an insured; or
- any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury or property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

**Bodily injury or property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- reports all or any part of the **bodily injury or property damage** to **us** or any other insurer;
- receives a **claim** because of the **bodily injury or property damage**; or
- becomes aware by any other means that the **bodily injury or property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

### B. Personal and advertising injury exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

Breach of contract

- based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.

Criminal conduct

- based upon or arising out of any actual or alleged criminal conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.

Electronic chatrooms, bulletin boards, or websites

- based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.

Failure to conform to statements

- based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.



## BOP General Liability Coverage Part

Insureds in media and internet type businesses

5. committed by any **insured** whose business is:
  - a. advertising, broadcasting, publishing, or telecasting;
  - b. designing or determining content of websites for others; or
  - c. an internet search, access, content, or service provider.
 However, this exclusion will not apply to **personal and advertising injury** caused by:
  - a. false arrest, detention, or imprisonment;
  - b. malicious prosecution; or
  - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

Intellectual property

6. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
- However, this exclusion will not apply to:
- a. the use of another's advertising idea in **your advertisement**; or
  - b. infringement of copyright, trade dress, or slogan in **your advertisement**.

Knowing violation of rights of another

7. caused by or at the direction of the **insured** with knowledge the act would violate the rights of another and would inflict **personal and advertising injury**.

Material published prior to policy period

8. based upon or arising out of oral or written publication of material whose first publication took place prior to the **policy period**.

Material published with knowledge of falsity

9. based upon or arising out of oral or written publication of material by or at the direction of the **insured** with knowledge of its falsity.

Unauthorized use of another's name or product

10. based upon or arising out of any actual or alleged unauthorized use of another's name or product in **your** email address, domain name, metatag, or any similar tactics to mislead another's potential customers.

Wrong description of prices

11. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in **your advertisement**.

### C. Medical payments exclusions

**We** will have no obligation to pay any sums under Section I. Insuring agreements - What is covered, C. Medical payments for **medical expenses for bodily injury**:

Athletic activities

1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

Injury on normally occupied premises

2. to any person injured on that part of any premises **you** own or rent that the person normally occupies.

Injury to you

3. to **you** or any person hired to work for or on behalf of **you** or **your** tenant; however, this exclusion will not apply to a **volunteer worker**.

Products-completed operations hazard

4. included in the **products-completed operations hazard**.



## BOP General Liability Coverage Part

Workers' compensation or similar laws	5. to any person, whether or not <b>your employee</b> , if benefits for such <b>bodily injury</b> are payable or must be provided under any workers' compensation, disability benefits, or any similar law.
<b>D. Exclusions applicable to the entire general liability coverage part</b>	<b>We will have no obligation to pay any sums under this Coverage Part for <b>medical expenses</b>, or for any <b>claim</b>, including any <b>damages</b> or <b>claim expenses</b>, for <b>bodily injury</b>, <b>property damage</b>, or <b>personal and advertising injury</b>:</b>
Contractual liability	<ol style="list-style-type: none"> <li>1. for which <b>you</b> are legally obligated to pay as <b>damages</b> because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for <b>damages</b>:             <ol style="list-style-type: none"> <li>a. <b>you</b> would have in the absence of such contract or agreement; or</li> <li>b. assumed in an <b>insured contract</b>, provided the <b>bodily injury</b> or <b>property damage</b> occurs after such contract or agreement has been fully executed.</li> </ol> </li> </ol>
Electronic data	<ol style="list-style-type: none"> <li>2. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate <b>electronic data</b>. However, this exclusion does not apply to <b>bodily injury</b>.</li> </ol>
Employment related liability	<ol style="list-style-type: none"> <li>3. based upon or arising out of any actual or alleged:             <ol style="list-style-type: none"> <li>a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;</li> <li>b. liability or breach of any duty or obligation owed by <b>you</b> as an employer or prospective employer; or</li> <li>c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,</li> </ol> </li> </ol> <p>including any resulting <b>damages</b> sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.</p> <p>This exclusion will apply:</p> <ol style="list-style-type: none"> <li>a. whether <b>you</b> may be liable as an employer or in any other capacity; and</li> <li>b. to any obligation to share <b>damages</b> with or repay someone else who must pay <b>damages</b> because of any of the above.</li> </ol>
Fair credit	<ol style="list-style-type: none"> <li>4. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.</li> </ol>
Pollution	<ol style="list-style-type: none"> <li>5. based upon or arising out of:             <ol style="list-style-type: none"> <li>a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of <b>pollutants</b>:                 <ol style="list-style-type: none"> <li>(1) at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to <b>you</b>; however, this subsection will not apply to:                     <ol style="list-style-type: none"> <li>(a) <b>bodily injury</b> if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;</li> <li>(b) <b>bodily injury</b> or <b>property damage</b> for which <b>you</b> may be held liable, if <b>you</b> are a contractor and the owner or lessee of such premises, site, or location has been added to <b>your</b> policy as an additional insured with respect to <b>your</b> ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any <b>insured</b> other than that additional insured; or</li> </ol> </li> </ol> </li> </ol> </li></ol>



## BOP General Liability Coverage Part

- (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
  - (2) at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
  - (3) which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for any **insured** or for any person or organization for whom **you** are legally liable;
  - (4) at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
    - (a) **bodily injury or property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception will not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;
    - (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
    - (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
  - (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**; or
    - b. any:
      - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
      - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this subsection b will not apply to liability for **damages** because of **property damage** **you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.
- Privacy
- 6. based upon or arising out of any actual or alleged:
    - a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
    - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.



## BOP General Liability Coverage Part

Professional services

- 7. based upon or arising out of **your** actual or alleged performance of or failure to perform **professional services**. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury or property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering or failure to render of any **professional services**.

Recall of products, work, or impaired property

- 8. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:
  - a. **your product**;
  - b. **your work**; or
  - c. **impaired property**,

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Recording and distribution of material or information in violation of law

- 9. based upon or arising out of any actual or alleged violation of the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations, including any federal, state, or local statutes, ordinances, or regulations relating to the printing, disseminating, disposing, collecting, recording, sending, transmitting, communicating, or distributing of material or information, or unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature.

Exclusions 3, 5, and 8 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

### VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

#### Accident

means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. Insuring agreements - What is covered, C. Medical payments.

#### Advertisement

means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:

1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

#### Auto

means:

1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

#### Bodily injury

means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.



## BOP General Liability Coverage Part

<b>Claim</b>	means a civil proceeding seeking <b>damages</b> for <b>bodily injury</b> , <b>property damage</b> , or <b>personal and advertising injury</b> to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such <b>damages</b> are sought and to which <b>you</b> submit with <b>our</b> consent.
<b>Claim expenses</b>	means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a <b>claim</b> .
<b>Coverage territory</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1. the United States, its territories or possessions, or Canada;</li> <li>2. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places described in part 1 above; or</li> <li>3. anywhere else in the world, but only if the injury or damage arises out of:           <ol style="list-style-type: none"> <li>a. goods or products made or sold by <b>you</b> in the territory described in part 1 above;</li> <li>b. the activities of a person whose home is in the territory described in part 1 above but who is away for two weeks or less in the course of performance of <b>your</b> business operations; or</li> <li>c. <b>personal and advertising injury</b> that takes place anywhere through the internet or similar electronic means of communication,</li> </ol> </li> </ol> <p>provided this Coverage Part will apply only to a <b>claim</b> brought in the United States, its territories or possessions, or Canada.</p>
<b>Damages</b>	<p>means any monetary amount <b>you</b> are ordered to pay by a court, or by an arbitrator in an arbitration to which <b>we</b> have consented.</p> <p>However, <b>damages</b> does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages.</p> <p><b>Damages</b> because of <b>bodily injury</b> includes care, loss, or services, or death resulting at any time from the <b>bodily injury</b>.</p>
<b>Deductible</b>	means the amount stated as such under the BOP General Liability Coverage Part section of the Declarations.
<b>Electronic data</b>	means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it that enables the computer or device to receive, process, store, retrieve, or send data.
<b>Employee</b>	means any person employed by <b>you</b> , including any <b>leased worker</b> or any <b>temporary worker</b> .
<b>Hostile fire</b>	means a fire that becomes uncontrollable or breaks out from where it was intended to be.
<b>Impaired property</b>	<p>means tangible property, other than <b>your product</b> or <b>your work</b>, that cannot be used or is less useful because:</p> <ol style="list-style-type: none"> <li>1. it incorporates <b>your product</b> or <b>your work</b> that is known or thought to be defective, deficient, inadequate, or dangerous; or</li> <li>2. <b>you</b> have failed to fulfill the terms or conditions of a contract or agreement,</li> </ol> <p>if such property can be restored to use by:</p> <ol style="list-style-type: none"> <li>1. the repair, replacement, adjustment, or removal of <b>your product</b> or <b>your work</b>; or</li> <li>2. <b>your</b> fulfilling the terms or conditions of the contract or agreement.</li> </ol>
<b>Insured contract</b>	means:



## BOP General Liability Coverage Part

1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner;
2. a sidetrack agreement;
3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to **your** business (including any indemnification of a municipality in connection with work performed for such municipality) in which **you** assume the tort liability of another to pay **bodily injury or property damage** sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.

However, an insured contract does not include that part of any contract or agreement:

- a. that indemnifies a railroad for **bodily injury or property damage** arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;
- b. that indemnifies an architect, engineer, or surveyor for **damages** arising out of:
  - (1) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or
  - (2) giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or
- c. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind, including those listed in part b above.

### **Leased worker**

means any person leased to **you** by a labor leasing firm pursuant to an agreement to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

### **Loading or unloading**

means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
2. while it is in or on an aircraft, **auto**, or watercraft; or
3. while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

**Loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto**, or watercraft.

### **Medical expenses**

means reasonable expenses for:

1. first aid administered at the time of an **accident**;
2. necessary medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. necessary ambulance, hospital, professional nursing, and funeral services.

### **Mobile equipment**

means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;



## BOP General Liability Coverage Part

4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. power cranes, shovels, loaders, diggers, or drills; or
  - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
  - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
  - a. equipment designed primarily for:
    - (1) snow removal;
    - (2) road maintenance, but not construction or resurfacing; or
    - (3) street clearing or cleaning;
  - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or
  - c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

**Occurrence** means an accident arising out of **your** business operations, including continuous or repeated exposure to substantially the same general harmful conditions.

**Officer** means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.

**Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. oral or written publication, in any manner, of material that violates a person's right to privacy;
6. the use of another's advertising idea in **your advertisement**; or
7. infringement of copyright, trademark, trade dress, or slogan in **your advertisement**.

**Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

**Products-completed operations hazard**

1. includes all **bodily injury** and **property damage** taking place away from premises owned by or rented to **you** and arising out of **your product** or **your work**, except:
  - a. products that are still in **your** physical possession; or
  - b. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:



## BOP General Liability Coverage Part

- (1) when all of the work called for in **your** contract or agreement has been completed;
- (2) when all of the work to be performed at the site has been completed, if **your** contract or agreement calls for work at more than one site; or
- (3) when that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

However, if **your** business includes the selling, handling, or distribution of **your product** for consumption on premises **you** own or rent, the **bodily injury** and **property damage** may occur on premises owned by or rented to **you**; and

2. does not include **bodily injury** or **property damage** arising out of:
  - a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by **you** and that condition was created by the **loading or unloading** of that vehicle by **you**; or
  - b. the existence of tools, uninstalled equipment, or abandoned or unused materials.

**Professional services**

includes, but is not limited to:

1. legal, accounting, or advertising services;
2. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications;
3. supervisory, inspection, or engineering services;
4. medical, surgical, dental, X-ray, or nursing services, treatment, advice, or instruction;
5. any health or therapeutic service treatment, advice, or instruction;
6. any service, treatment, advice, or instruction for the purpose of appearance, skin enhancement, hair removal or replacement, or personal grooming;
7. optometry or optical or hearing aid services, including the prescribing, preparing, fitting, demonstrating, or distributing of ophthalmic lenses and similar products or hearing aid devices;
8. body piercing services; and
9. services in the practice of pharmacy.

**Property damage**

means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any **electronic data**.

**Temporary worker**

means a person who is furnished to **you** to substitute for a permanent **employee** (other than another **temporary worker**) on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not include **leased worker**.

**Volunteer worker**

means a person who is not **your employee**, and who donates his or her work and acts at **your** direction and within the scope of duties determined by **you**, and is not paid a fee, salary, or other compensation by **you** or anyone else for their work performed for **you**.

**You, your, or insured**

means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.

**Your product**

1. means any:



## BOP General Liability Coverage Part

### Your work

- a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
    - (1) **you**;
    - (2) others trading under **your name**; or
    - (3) a person or organization whose assets or business **you** have acquired; and
  - b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;
  - 2. includes:
    - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and
    - b. the providing of or failure to provide instructions or warnings; and
  - 3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.
- 1. means:
    - a. work or operations performed by **you** or on **your behalf**; and
    - b. materials, parts, or equipment furnished in connection with such work or operations; and
  - 2. includes:
    - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and
    - b. the providing of or failure to provide instructions or warnings.



# Endorsements

**Hiscox Insurance Company Inc.****Endorsement 32**

NAMED INSURED: Site Jab

**Blanket Additional Insured - Clients and Lessors of Premises**

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

## I. The following are added to the end of Section III. Who is an insured:

## CL-A. Clients

If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, any person or organization for whom **you** are performing operations is an **insured**, but only with respect to liability arising out of:

1. **your** acts or omissions or of those acting on **your** behalf; and
2. the performance of **your** ongoing operations for the additional insured.

A person or organization's status as an additional insured under this subsection CL-A ends when **your** operations for that additional insured are completed.

## CL-B. Lessors of premises

If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, any person or organization from whom **you** lease any premises is an **insured**, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.

However, the coverage afforded to such additional insured(s) does not apply to any liability arising out of structural alterations, new construction, or demolition operations performed by or for such additional insured(s).

A person or organization's status as an additional insured under this subsection CL-B ends when **you** cease to be a tenant in the premises.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)

BOP-GL E5025 CW (11/19)

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**HISCOX 000128**

Hiscox Insurance Company Inc.



Endorsement 33

NAMED INSURED: Site Jab

Cannabis Operations Exclusion

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

This policy does not apply to, and **we** will have no obligation to pay any sums, including any **damages, claim expenses, or other covered amounts**, for any **claim, breach, event, or occurrence** based upon or arising out of any cannabis operations, whether medicinal or recreational, including but not limited to the:

1. use, sale, manufacture, distribution, cultivation, transport, storage, or protection of cannabis or any products derived from cannabis; or
2. performance of or failure to perform any services of any kind, including any banking, advisory, consulting, legal, compliance, financial, design, or logistical services, in connection with such cannabis operations.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

By: Kevin Kerridge  
(Appointed Representative)

**Hiscox Insurance Company Inc.****Endorsement 34**

NAMED INSURED: Site Jab

**Fungi or Bacteria Exclusion**

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

- I. The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

- Fungi or bacteria FB-1. a. that would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungi** or bacteria on or within a building or structure (including the contents of the building or structure), regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to the **bodily injury**, **property damage**, or **personal and advertising injury**; or
- b. based upon or arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of **fungi** or bacteria by any **insured** or by any other person or organization.

However, this exclusion will not apply to any **fungi** or bacteria that are, are on, or are contained in a good or product intended for bodily consumption.

- II. The following definition is added to the end of Section VII. Definitions:

- Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)

Hiscox Insurance Company Inc.



Endorsement 35

NAMED INSURED: Site Jab

Insured vs. Insured Product Suits Exclusion

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions - What is not covered, A. Bodily injury and property damage exclusions:

Insured vs. insured      IP-1. by one **insured** against another **insured** because of **bodily injury or property damage** arising out of **your products** and included within the **products-completed operations hazard**.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

By: Kevin Kerridge  
(Appointed Representative)

**Hiscox Insurance Company Inc.**



**Endorsement 36**

NAMED INSURED: Site Jab

**Physical or Sexual Abuse or Molestation Exclusion - Texas**

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

Abuse or molestation      AM-1.      based upon or arising out of any actual, alleged, or threatened abuse, molestation, harassment, mistreatment, or maltreatment of a physical or sexual nature by anyone of any person while in **your** care, custody, or control; including the negligent employment, investigation, supervision, training, or retention of a person who commits such conduct, or the failure to report such conduct to the proper authorities.

For the purposes of this endorsement, abuse means an act which is committed with the intent to cause harm.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)

Hiscox Insurance Company Inc.



Endorsement 37

NAMED INSURED: Site Jab

Remove Personal and Advertising Injury Coverage

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

- I. The General Liability Coverage Part is amended as follows:
  - A. Section I. What is covered, B. Personal and advertising injury is deleted in its entirety.
  - B. Section IV. Limits of liability, B. Personal and advertising injury limit is deleted in its entirety.
  - C. In Section VI. Exclusions – What is not covered, B. Personal and advertising injury exclusions is deleted in its entirety.
- II. In the Declarations, under the General Liability Coverage Part section, the Personal and Advertising Injury Limit is deleted in its entirety.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

By: Kevin Kerridge  
(Appointed Representative)

**Hiscox Insurance Company Inc.****Endorsement 38**

NAMED INSURED: Site Jab

**Unmanned Aircraft Exclusion (GL)**

Page 1 of 2

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

- I. In Section VI. Exclusions – What is not covered, A. Bodily injury and property damage exclusions, Exclusion 1, the “Aircraft, autos, or watercraft” exclusion, is deleted in its entirety and replaced with the following:

Aircraft, autos, or  
watercraft

1. **bodily injury or property damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim against you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury or property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
  - (1) less than 51 feet long; and
  - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others;
- e. **bodily injury or property damage** arising out of:
  - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**; or
- f. **unmanned aircraft**.

- II. The following exclusion is added to the end of Section VI. Exclusions – What is not covered, A. Bodily injury and property damage exclusions:

Unmanned aircraft

- UA-1. based upon or arising out of the ownership, maintenance, use, or entrustment to others of any **unmanned aircraft**. Use includes operation and **loading and unloading**. This exclusion applies even if the claims against **you** allege **your** negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others

- III. The following exclusion is added to the end of Section VI. Exclusions – What is not covered, B. Personal and advertising injury exclusions:

BOP-GL E5060 CW (11/19)

**HISCOX 000134**

Hiscox Insurance Company Inc.



**Endorsement 38**

NAMED INSURED: Site Jab

**Unmanned Aircraft Exclusion (GL)**

Page 2 of 2

Unmanned aircraft

- UA-1. based upon or arising out of the ownership, maintenance, use, or entrustment to others of any **unmanned aircraft**. Use includes operation and **loading and unloading**. This exclusion applies even if the claims against **you** allege **your** negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others. However, this exclusion will not apply to:
- a. the use of another's advertising idea in **your advertisement**; or
  - b. infringing upon another's copyright, trade dress, or slogan in **your advertisement**.

IV. The following definition is added to the end of Section VII. Definitions:

**Unmanned aircraft** means an aircraft that is not:

1. designed;
2. manufactured; or
3. modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

A handwritten signature in black ink, appearing to read "Kevin Kerridge".

By: Kevin Kerridge  
(Appointed Representative)

**Hiscox Insurance Company Inc.****Endorsement 40**

NAMED INSURED: Site Jab

**TEXAS Amendatory Endorsement**

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

- I. In Section V. Other provisions affecting coverage, A. Notifying us of claims, occurrences provision is amended to include the following:

NS-A Notice of Settlement

**We** will notify **you** in writing of:

1. An initial offer to compromise or settle a **claim** made or suit brought against **you** under this policy. The notice will be given no later than the 10th day after the date on which the offer is made; and
2. Any settlement of a **claim** made or suit brought against **you** under this policy. The notice will be given no later than the 30th day after the date of the settlement.

- II. In Section V. Other provisions affecting coverage, A. Notifying us of claims, occurrences, part 2. is modified to the extent necessary to provide the following:

2. With regard to liability for **bodily injury**, **property damage** and **personal and advertising injury**, unless **we** are prejudiced by the **insured's** or **your** failure to comply with the requirement, no provision of this Coverage Part requiring **you** or any **insured** to give notice of **occurrence**, **claim** or suit, or forward demands, notices, summonses or legal papers in connection with a **claim** or suit will bar coverage under this Coverage Part.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)



# Endorsements

**Hiscox Insurance Company Inc.****Endorsement 41**

NAMED INSURED: Site Jab

**Crime Coverage Upgrade**

Page 1 of 8

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Buildings and Business Personal Property Coverage Part is amended as follows:

**SCHEDULE**

Loc #	Bldg # and Description	Building Owner(s) Name and Address:
2	1 Building 1	Site Jab 3302 Canal st 63 Houston, TX 77003
1	1 Building 1	Site Jab 1210 W Clay St Ste 125 Houston, TX 77019

If there is no location information specified in the Schedule above, the coverage provided in this Endorsement will apply to all locations where **you** perform **your** business operations.

By purchasing this Endorsement, **we** have increased the limit(s) stated below and in the Declarations for the corresponding coverage **you** purchased. The applicable limits in the column titled "Limit of Insurance (Upgrade)" reflect the increased coverage **you** purchased in this Endorsement.

The limits applicable to the coverages included in this Endorsement may:

- A. be either a part of, or in addition to, the applicable Limit of Insurance.
- B. apply separately to each location indicated in the Schedule above, or on a occurrence basis.

For application of the limits, refer to each coverage within this Endorsement and **your** Declarations page. All coverages described in this Endorsement are subject to the terms and conditions applicable to this policy, unless stated otherwise.

Coverage	Limit of Insurance (Original):	Limit of Insurance (Upgrade):
Crime	N/A	\$25,000 per occurrence \$25,000 per aggregate
Forgery or alteration limit:	\$5,000 per occurrence (Shared)	Deductible: \$1,000 per occurrence \$25,000 per occurrence (Shared)

- I. In Section II. Additional coverages, G. Forgery or alteration, the first paragraph is deleted in its entirety and replaced with the following:

loss resulting directly from **forgery** or alteration of any negotiable instruments that are made or drawn by **you** (or by **your** agent), or purported to have been so made or drawn, provided the loss first commenced during the **policy period**.

- II. The following is added to the end of Section III. Coverage extensions:

Crime                    CC-A. the following types of loss in excess of the **deductible**:

1. **employee theft**;

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**HISCOX 000138**

**Hiscox Insurance Company Inc.****Endorsement 41**

NAMED INSURED: Site Jab

**Crime Coverage Upgrade**

Page 2 of 8

2. **inside loss or outside loss;**
3. **computer fraud;**
4. **funds transfer fraud;**
5. **theft of clients' property; or**
6. **cyber deception,**

provided the loss directly results from an **occurrence** and is first **discovered** by **you** during the **policy period**.

Any payments **we** make under this subsection CC-A will be in addition to, and not a part of, any applicable limit of liability.

- III. Solely for purposes of the coverage provided by this Endorsement, the following is added to the end of Section IV. Your obligations, A. Notifying us of losses:

If **you discover** a loss, or circumstances reasonably likely to lead to a loss of or damage to **money, securities, or covered property** under Coverage extension CC-A. Crime coverage that in your best estimate will exceed 50% of the **deductible, you must give written notice to us** as soon as possible, but in any event, no later than 90 days after **discovery**. If **you** have reason to believe that any loss (except **employee theft loss**) involves a violation of law, **you** must also notify the local law enforcement authorities.

- IV. Solely for purposes of the coverage provided by this Endorsement, in Section VII. Exclusions – What is not covered, the "Dishonesty" and "False pretense" exclusions are deleted in their entirety and replaced with the following :

Dishonesty

- a. dishonest or criminal acts (including **theft**) by **you**, anyone else with an interest in the property, or any of **your** partners, **members**, officers, **managers**, **employees** (including temporary or leased employees), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
- b. **theft** by any person to whom **you** entrust the property for any purpose, whether acting alone or in collusion with any other party.

However, this exclusion will not apply to the extent any damage or loss is covered under Coverage extension CC-A. Crime coverage.

False pretense

voluntary parting with any property by **you** or anyone else to whom **you** have entrusted the property if induced to do so by any fraudulent scheme, trick, device, or false pretense; however, this exclusion will not apply to a covered **cyber deception**.

- V. Solely for purposes of the coverage provided by this Endorsement, in Section VII. Exclusions – What is not covered, the following is added to the end of the "Cyber incident" exclusion:

This exclusion also does not apply to the extent any loss is otherwise covered under Coverage extension CC-A. Crime coverage.

- VI. Solely for purposes of the coverage provided by this Endorsement, the following exclusions are added to the end of Section VII. Exclusions – What is not covered:

**CC-A.** Solely with respect to coverage provided under Coverage extension CC-A. Crime coverage, **we** will not pay for:

1. loss resulting from **theft** or any other dishonest act committed by:

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**Hiscox Insurance Company Inc.****Endorsement 41**

NAMED INSURED: Site Jab

**Crime Coverage Upgrade**

Page 3 of 8

- a. **you**, if **you** are a sole proprietorship; or
  - b. if **you** are not a sole proprietorship:
    - i. any of **your** partners or **members**; or
    - ii. any natural person who has a 25% or greater ownership interest in **you** or the right, whether by law, contract, or otherwise, to exercise control over **you**,
- whether acting alone or in collusion with other persons.
- 2. loss caused by an **employee** if **you** or **your** partner(s) or **member(s)** who did not act in collusion with the **employee** learned prior to the **policy period** that the **employee** had committed any **theft**, **forgery**, or other dishonest act prior to the **policy period**; however, this exclusion will not apply if the **theft**, **forgery**, or other dishonest act was committed prior to the **employee** becoming **your employee** and the amount involved in such act did not exceed \$10,000.
  - 3. loss resulting from **theft**, **forgery**, or any other dishonest act committed by **your employees**, **managers**, directors, trustees, or authorized representatives; however, this exclusion will not apply to **employee theft** or **theft of clients' property**.
  - 4. fees, costs, fines, penalties, or other expenses arising out of or related to the acquisition, access, use, disclosure, or improper collection of, or failure to protect, any personally identifiable information or confidential corporate information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, social security numbers, health information, or any other type of non-public information.
  - 5. fees, costs, and expenses incurred by **you** which are related to any legal action.
  - 6. with respect to **inside loss** or **outside loss** only:
    - a. loss resulting from accounting or arithmetic errors or omissions;
    - b. loss of or damage to motor vehicles, trailers or semi-trailers, or equipment and accessories attached to them;
    - c. loss or damage resulting from fire, however caused, except **we** will pay for otherwise covered loss of or damage to **money** or **securities** and loss from damage to a safe or vault;
    - d. loss of or damage to the **premises** or its exterior, or to any safe, vault, cash register, cash box, cash drawer, or **covered property** resulting from vandalism or malicious mischief.
  - 7. loss resulting from the use of **your** computer system by a person who is authorized to access such computer system, except **we** will pay otherwise covered loss resulting from a **cyber deception**.
  - 8. loss resulting from the actual or purported use of credit, debit, charge, access, convenience, identification, stored-value, or other cards, or the information contained on such cards.

VII. Solely for purposes of the coverage provided by this Endorsement, in Section VIII. Definitions, the definition of "**Money**" is deleted in its entirety and replaced with the following:

**Money** means:

1. currency, coins, and bank notes in current use and having a face value;

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Endorsement 41

NAMED INSURED: Site Jab

Crime Coverage Upgrade

Page 4 of 8

2. traveler's checks, register checks, and money orders held for sale to the public; or
3. with respect to **employee theft** or **computer fraud**, deposits in your account at any **financial institution**.

**Money** does not mean Bitcoin or any other digital currency, crypto currency, or electronic currency.

VIII. Solely for purposes of the coverage provided by this Endorsement, the following definitions are added to the end of Section VIII. Definitions:

<b>Client</b>	means any individual or entity to whom <b>you</b> provide goods or services in the course of <b>your</b> business activities, including any <b>client</b> of such client.
<b>Computer fraud</b>	means the use of any computer system to make a fraudulent transfer of <b>money</b> , <b>securities</b> , or <b>other property</b> from inside the <b>premises</b> or <b>financial institution premises</b> to a person (other than a <b>messenger</b> ) or place outside the <b>premises</b> or <b>financial institution premises</b> .  <b>Computer fraud</b> does not include any fraudulent transfer of <b>money</b> , <b>securities</b> , or <b>other property</b> which required <b>you</b> , <b>your employees</b> , your partner, or <b>member</b> , or others on <b>your</b> behalf to take any action in order to complete the transfer of such <b>money</b> , <b>securities</b> , or <b>other property</b> .
<b>Custodian</b>	means <b>you</b> , any of <b>your</b> partners or <b>members</b> , or any <b>employee</b> , but only while having care and custody of <b>money</b> , <b>securities</b> , or <b>covered property</b> inside the <b>premises</b> . <b>Custodian</b> does not include any person while acting as a <b>watchperson</b> or janitor, unless such person is also an <b>employee</b> .
<b>Cyber deception</b>	means loss of or damage to <b>money</b> or <b>securities</b> sustained by <b>you</b> resulting from the intentional misleading or deception of an <b>employee</b> or any of <b>your</b> partners or <b>members</b> by a person falsely purporting to be <b>your client</b> , vendor, <b>employee</b> , partner, or <b>member</b> through social engineering, pretexting, phishing, spear phishing, whaling, or any other confidence trick communicated by email, text, instant message, telephone, or other electronic means, which results in <b>your</b> transfer, payment, or delivery of <b>money</b> or <b>securities</b> .
<b>Discover, discovered, or discovery</b>	means when <b>you</b> or any of <b>your</b> partners or <b>members</b> or <b>employees</b> first becomes aware of facts which would cause a reasonable person to believe a loss has been or will be sustained, regardless of whether the exact amount or details of the loss is known.  <b>Discover, discovered, or discovery</b> also means the first receipt by <b>you</b> or any of <b>your</b> partners or <b>members</b> or <b>employees</b> of notice of an actual or potential claim in which it is alleged that <b>you</b> are liable to a third party under circumstances which would constitute a loss under this Endorsement.
<b>Employee</b>	means any person: <ol style="list-style-type: none"> <li>1. employed by <b>you</b>;</li> <li>2. <b>you</b> compensate directly by salary, wages, or commissions; and</li> <li>3. <b>you</b> have the right to direct and control while performing services for <b>you</b>.</li> </ol> <b>Employee</b> also includes any:

**Hiscox Insurance Company Inc.****Endorsement 41**

NAMED INSURED: Site Jab

**Crime Coverage Upgrade**

Page 5 of 8

- a. former **employee** for the first 60 days immediately after termination of employment, unless such termination is due to **theft, forgery**, or any other dishonest act committed by the **employee**;
- b. independent contractor who is contracted by **you** to perform services or provide goods for or on **your** behalf;
- c. temporary **employee**;
- d. person who is leased to **you**;
- e. former **employee**, partner, **member**, **manager**, director, or trustee retained as a consultant, but only while performing services for **you**;
- f. natural person who is a student, volunteer, or intern performing services for **you**;
- g. of **your managers**, directors, or trustees while performing acts within the usual duties of an **employee**;
- h. non-compensated officer;
- i. volunteer;
- j. committee member; or
- k. **employee** on military, disability, family, medical, or similar leave.

**Employee** does not include any agent, broker, factor, commission merchant, consignee, or representative, or any other person who does not fit into the descriptions listed in a through k above.

**Employee theft**

means loss of or damage to **money**, **securities**, or **covered property** sustained by **you** directly resulting from **theft**, **forgery**, or other dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons.

**Financial institution**

means a bank, savings bank, savings and loan association, trust company, credit union, or similar thrift depository institution, or an insurance company.

With regard to **computer fraud**, **financial institution** also means a stock brokerage firm or investment company.

**Financial institution premises**

means the interior of that portion of any building occupied by a **financial institution**, transfer agent or registrar, or similarly recognized place of safe deposit including a night depository chute, ATM owned by such **financial institution** (wherever located), or safe of such institution.

**Forgery**

means signing the name of another person or organization with the intent to deceive, whether in writing or through an electronic identifier. **Forgery** does not include a signature which consists in whole or in part of one's own name, whether signed with or without authority, in any capacity, and for any purpose.

**Funds transfer fraud**

means a:

1. telefacsimile, telephone, or other electronic instruction directing a **financial institution** to debit a **transfer account** and to transfer, pay, or deliver **money** or **securities** from that **transfer account**, which instruction purports to have been transmitted by **you**, but was in fact fraudulently transmitted by someone else without **your** knowledge or consent; or
2. written instruction issued to a **financial institution** to debit a **transfer account** and to transfer, pay, or deliver **money** or **securities** from that **transfer account**, through an electronic funds transfer system at specified times or under specified

**Hiscox Insurance Company Inc.****Endorsement 41**

NAMED INSURED: Site Jab

**Crime Coverage Upgrade**

Page 6 of 8

conditions, which instruction purports to have been issued by **you**, but was in fact issued, forged, or altered by someone else without **your** knowledge or consent.

**Funds transfer fraud** does not include any transfer, payment, or delivery of **money** or **securities** which required **you**, **your employees**, **your partner**, or **member**, or others on your behalf (other than the **financial institution**) to take any action in order to complete the transfer, payment, or delivery of such **money** or **securities**.

**Inside loss**

means:

1. loss of **money** or **securities** inside the **premises** or **financial institution premises** resulting directly from:
  - a. **theft** committed by a person present inside the **premises** or **financial institution premises**; or
  - b. disappearance or destruction of such **money** or **securities**;
2. loss of or damage to **covered property**:
  - a. inside the **premises** resulting directly from an actual or attempted **robbery** of a **custodian**; or
  - b. in a safe or vault inside the **premises** resulting directly from an actual or attempted **safe burglary**;
3. damage to the **premises** or its exterior resulting directly from an act described in parts 1 or 2 above if **you** are the owner of the **premises** or are liable for damage to it; or
4. loss of or damage to a locked safe, vault, cash register, cash box, or cash drawer located inside the **premises** resulting directly from an actual or attempted **theft** of or unlawful entry into such containers.

**Messenger**

means **you**, **your** relative, any of **your** partners or **members**, or any **employee** while having care and custody of **money**, **securities**, or **covered property** outside the **premises**.

**Outside loss**

means:

1. loss of **money** or **securities** outside the **premises** or **financial institution premises** in the care and custody of a **messenger** or armored motor vehicle company, regardless of whether such **messenger** or vehicle is in transit, and resulting directly from **theft**, disappearance, or destruction; or
2. loss of or damage to **covered property** outside the **premises** or **financial institution premises** in the care and custody of a **messenger** or armored motor vehicle company, regardless of whether such **messenger** or vehicle is in transit, and resulting directly from an actual or attempted **robbery**.

**Hiscox Insurance Company Inc.****Endorsement 41**

NAMED INSURED: Site Jab

**Crime Coverage Upgrade**

Page 7 of 8

**Premises** means the interior of that portion of any building **you** occupy in conducting **your** business operations.

If **you** conduct **your** business operations outdoors or in an open air venue, **premises** will also mean the area **you** or **your employees** occupy in the course of such business operations.

**Robbery** means the unlawful taking of property from the care and custody of a person by someone who has:

1. caused or threatened to cause that person bodily harm; or
2. committed an obviously unlawful act witnessed by that person.

**Safe burglary** means the unlawful taking of property from within a locked safe or vault by a person who entered the safe or vault unlawfully, as evidenced by marks of forcible entry on its exterior. **Safe burglary** includes the unlawful taking of a safe or vault from inside the **premises**.

**Theft** means the unlawful taking of property to its owner's deprivation.

**Theft of clients' property** means loss of or damage to **money, securities, or covered property** sustained by **your client**, directly resulting from **theft** or **forgery** committed by an identified **employee** acting alone or in collusion with other persons, including an **employee** in collusion with an employee of **your client**.

**Theft of clients' property loss** does not include any loss sustained after **you** learn of **theft**, **forgery**, or other dishonest acts committed by the involved **employee**, whether committed before or after becoming employed by **you**.

**Transfer account** means an account maintained by **you** at a **financial institution** and from which **you** can initiate the transfer, payment, or delivery of **money** or **securities** by means of:

1. telefacsimile, telephone, or other electronic instruction; or
2. written instructions establishing the conditions under which such transfers are to be initiated by the **financial institution** through an electronic funds transfer system.

**Watchperson** means any person retained by **you** specifically to have care and custody of property covered by this Coverage Part inside the **premises** and who has no other duties. **Watchperson** does not include an **employee**.

IX. For purposes of the coverage provided by this Endorsement only, the following is added to the end of Section IX.  
Other provisions affecting coverage:

**Crime coverage conditions**

- A. All loss or damage caused by one or more persons or involving a single act or series of acts will be considered a single occurrence and will be subject to the limit stated in the Schedule above.
- B. If any loss is covered partly by this Coverage Part and partly by any prior cancelled or terminated policy that **we** or any of **our** affiliates issued to **you** or **your** predecessor in interest, then the most **we** will pay for such

Hiscox Insurance Company Inc.



**Endorsement 41**

NAMED INSURED: Site Jab

**Crime Coverage Upgrade**

Page 8 of 8

loss is the larger of the amount recoverable under this Coverage Part or the prior insurance.

- C. If **you** (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that **you** could have recovered under that insurance except that the time within which to discover loss or damage had expired, **we** will pay for it under Coverage extension CC-A. Crime coverage, provided:

1. this Endorsement became effective at the time of cancellation or termination of the prior insurance; and
2. the loss or damage would have been covered by this Endorsement had it been in effect when the acts or events causing the loss or damage were committed or occurred.

Endorsement Effective: February 5, 2022

Policy No.: P100.086.919.3

By: Kevin Kerridge  
(Appointed Representative)



# CERTIFICATE OF PROPERTY INSURANCE

**DATE (MM/DD/YYYY)**  
12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b>  Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 844-357-0403	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
	<b>PRODUCER CUSTOMER ID:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Site Jab 1210 W Clay St Ste 125 Houston, TX 77019	<b>INSURER A :</b> Hiscox Insurance Company Inc.	10200
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## **COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
3302 Canal st, Houston, TX 77003  
1210 W Clay St Ste 125, Houston, TX 77019

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY		LIMITS			
A	X	PROPERTY		P100.086.919.3	02/05/2022	02/05/2023	BUILDING	\$			
		CAUSES OF LOSS	DEDUCTIBLES				X PERSONAL PROPERTY	\$ 30,000			
		BASIC	BUILDING				X BUSINESS INCOME	\$			
		BROAD					X EXTRA EXPENSE	\$			
	X	SPECIAL	CONTENTS \$ 1,000				RENTAL VALUE	\$			
		EARTHQUAKE					BLANKET BUILDING	\$			
		WIND					BLANKET PERS PROP	\$			
		FLOOD					BLANKET BLDG & PP	\$			
								\$			
								\$			
		INLAND MARINE		TYPE OF POLICY				\$			
		CAUSES OF LOSS						\$			
		NAMED PERILS						\$			
								\$			
		CRIME		TYPE OF POLICY				\$			
								\$			
								\$			
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$			
								\$			
								\$			
								\$			

**SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

CERTIFICATE HOLDER	CANCELLATION
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME:  PHONE (A/C, No. Ext): (888) 202-3007	FAX (A/C, No.):
	E-MAIL ADDRESS: contact@hiscox.com	INSURER(S) AFFORDING COVERAGE
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED  Site Jab 1210 W Clay St Ste 125 Houston, TX 77019	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
				POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
				P100.086.919.3	02/05/2022	02/05/2023	EACH OCCURRENCE	\$ 1,000,000
A	X	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	X	CGL is on BOP Form					PERSONAL & ADV INJURY	\$ 0
							GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					OTHER:	\$
		AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT (Ea accident)	\$			
		ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>		BODILY INJURY (Per person)	\$			
		SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>		BODILY INJURY (Per accident)	\$			
				PROPERTY DAMAGE (Per accident)	\$			
					\$			
		UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		EACH OCCURRENCE	\$			
		DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>		AGGREGATE	\$			
					\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N N / A		PER STATUTE	OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$			
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE	\$			
				E.L. DISEASE - POLICY LIMIT	\$			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Hiscox Insurance Company Inc.  
104 South Michigan Avenue, Suite 600,  
Chicago, IL 60603-5950

December 23, 2021

Hector Garcia  
1210 W Clay St Ste 125  
Houston, TX 77019

Named Insured: Site Jab  
Policy: Business Owners Policy  
Policy Number: P100.086.919.3

#### **NOTICE OF RENEWAL**

Dear Hector Garcia,

Thank you for choosing Hiscox to protect your business. It's been our pleasure to serve you this past year.

Your new period of policy coverage is scheduled to begin on February 5, 2022 at which time your current policy will expire.

Please see your policy documents enclosed and review them carefully. As a reminder, your annual premium for your next period of coverage is \$742.00.

Your payment(s) will be collected in the amount(s) and on the date(s) outlined in the billing summary also enclosed, and they will be charged to the same account you provided to us.

Each new policy year is a good opportunity to review your coverage against any changes in your business to make sure your policy still fits your needs. Have any of the following happened in the last year?

- Your business grew or reduced gross sales or payroll by more than 25%.
- You have merged with or acquired another organization.
- Someone else bought your business.
- You or your business had a claim made against you or experienced a loss.
- Your card or payment information on file with Hiscox has changed.

If any of these took place, please call us and have your policy number ready so we can discuss the relevant details with you. If we do not hear from you, your policy will renew based on the information we already have on file, at our current rates. Your next period of coverage will then start on the date referenced above.



## Businessowners Policy Coverage Summary

We want you to understand the Hiscox Businessowners Policy. This summary highlights some important coverages and exclusions. Please see your policy for a full explanation of all coverages and exclusions.

If you have any questions about your coverage, please contact one of our advisors at 281-394-1756 (Mon-Fri, 7am-10pm ET) or at <https://www.hiscox.com/manage-your-policy>.

### This policy does cover

#### Bodily injury or property damage

To the extent you are legally liable, we cover damages or claims expenses if you injure a third-party or damage someone else's property (including damage due to a fire at a premise you rent, unless you work from home).

#### Medical payments

We will make medical payments as a result of bodily injury that occurs in the course of your business operations, regardless of fault.

#### Defense costs

If you're sued, even if you're not at fault, we will appoint an attorney to defend you, even if the lawsuit is groundless. We will pay these defense costs on your behalf.

#### Business property

We cover for loss or damage to your business property (e.g. computers, printers, and office furniture).

#### Coverage in and away from the office

Your business property is insured when physically in your office. We also provide coverage for business property you take away from the office, such as laptops (see policy for "off-premises" terms and limits).

#### Building(s)

We will cover loss or damage to your building(s) from a covered cause of loss up to your building limit(s) (see policy for terms and limits).

#### Lost business income and extra expense

We will pay the actual income your business loses and extra expenses you incur if you cannot operate your business as a result of a covered loss to your business equipment (see policy for terms and limits).

#### Tailored coverage for your business

Your policy includes other tailored coverages for your business, such as equipment breakdown coverage, expediting expenses, and business income for your website. See your policy for a full description of the package of coverages specific to your business.



## This policy does not cover

### **Intent to injure**

We won't cover you for any act that occurs with the intent to injure. This includes personal and advertising injuries if you knew your actions were false or violated the rights of others.

### **Outside the policy period**

We won't cover claims for bodily injury, property damage, personal and advertising injury or loss or damage to your business property that do not occur during the policy period.

### **Known claims and circumstances**

We won't cover your business for any claim or circumstance that could result in a claim you knew about prior to the start of your first Hiscox policy.

### **Earthquakes or Volcanoes**

We won't cover you for losses caused by earthquakes or volcanoes. However, if a fire results from one of these events, we will cover the loss as a result of the fire.

### **Errors or omissions**

We won't cover any professional services performed by you. These types of risks may be covered as part of a Professional Liability or Errors & Omissions policy.

### **Wear and Tear**

We won't cover any claims arising out of wear and tear to business property.

### **Workers' compensation**

We won't cover any obligation you may have under a workers' compensation claim or similar law.

### **Exposed property**

We won't cover claims for damage from rain, snow, ice, or sleet to business property in the open.

## Common claims examples

**Bodily injury** — A customer slips and falls while walking in your store and you are legally liable for the injury. We will cover the subsequent claim and related medical expenses up to your limits of liability.

**Stolen property** — A break-in results in stolen business property as well as theft of a client's property that was in your possession. We will cover the subsequent claim up to your limits.

**Building fire** — The building you own is involved in a fire started by a neighboring business. We will pay the subsequent claim up to your coverage limits, including loss of business income during the period of time you are unable to continue your business activities.

Coverage summaries, descriptions, and claims examples are provided for illustrative purposes only and are subject to the applicable policy limits, deductibles, exclusions, terms, and conditions. Not all insurance products and services are available in all states. Hiscox recommends you read the policy documents to learn the full details of coverage.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance provider in all states and DC.